Request For Proposals

for

Therapeutic Behavioral Mental Health Services

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Department of Behavioral Health

Department of Behavioral Health – Contracts Unit
268 West Hospitality Lane, Suite 400
San Bernardino, CA 92415-0026

RFP - DBH 10-84

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ATTACHMENTS:

I. INTRODUCTION

A. Purpose

The Department of Behavioral Health (DBH), hereafter referred to as the "County", is seeking proposals from interested and qualified organizations and agencies to provide a proposed plan for provision of Therapeutic Behavioral Mental Health Services (TBS) and activities throughout San Bernardino County.

B. Period of Contract

Specific services to be provided under this Request for Proposals (RFP) are outlined under Section IV, Program Requirements. The Contract period will be for a three (3) year period beginning on July 1, 2011 through June 30, 2014. The County may, but is not obligated to, extend awarded contract(s) for up to two (2) additional one-year periods contingent on the availability of funds and contractor performance.

The allocated funding for the three (3) year period is $9,749,997 ($3,249,999 per year) as funds are available.

C. Minimum Proposer Requirements

Proposers must:

1. Have a representative at the mandatory proposal conference as referenced in this RFP.
2. Attend Technical Assistance Training, if required. Time and place to be announced.
3. Be a non-profit, for-profit organization or other legally constituted business entity.
4. Have a current Medi-Cal Certification or have the ability to become Medi-Cal Certified, if applicable.
5. Have no record of unsatisfactory performance. Proposers who are or have been seriously deficient in current or recent contract performance, in the absence of circumstances properly beyond the control of the Proposer, shall be presumed to be unable to meet this requirement.
6. Have the ability to maintain adequate files and records and meet statistical reporting requirements.
7. Have the administrative and fiscal capability to provide and manage the proposed services and to ensure an adequate audit trail.
8. Meet other presentation and participation requirements listed in this RFP.

D. Mandatory Proposal Conference

1. A mandatory proposal conference will be held **on: January 25, 2011 @ 11:00 a.m. at**:

County of San Bernardino

Department of Behavioral Health

Training Institute

1950 South Sunwest Lane, Suite 200

2. **Attendance at the conference is mandatory. No proposal will be accepted from any Proposer who fails to attend the proposal conference.**

E. Questions

Questions regarding the contents of this RFP must be submitted in writing on or **before 12 noon (Pacific Standard Time) on February 1, 2011** and directed to the individual listed in **Section I, Paragraph F**. Faxes and e-mails are acceptable. The subject line of the fax or e-mail must read: RFP DBH 10-84. All questions will be answered and both the questions and answers will be posted on the County's Purchasing Web-Site.

F. Correspondence

All correspondence, **including proposals and questions**, are to be submitted to:

County of San Bernardino
Department of Behavioral Health
ATTN: Contract Administration
RE: RFP-DBH 10-84
268 West Hospitality Lane, Suite 400
San Bernardino, CA 92415-0026
Contact person: Erica Porteous, Staff Analyst II
Phone: (909) 382-3033
Email: eporteous@dbh.sbcounty.gov
Fax: (909) 382-3060

G. Admonition to Proposers

Once the RFP has been issued, the individual identified above is the sole contact point for any inquiries or information relating to this RFP. Failure to adhere to this policy may result in disqualification of the Proposer and rejection of proposal.

H. Proposal Submission Deadline

All proposals must be received at the address listed in Paragraph F above **no later than 4:00 p.m. on February 22, 2011**. Facsimile or electronically transmitted proposals will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late proposals will not be considered.

II. PROCUREMENT TIMELINE

RFP release date	**January 11, 2011**
Mandatory Proposal conference	**Tuesday, January 25, 2011**
Deadline for submission of questions	**Tuesday, February 1, 2011** ****Questions may be submitted in writing prior to the Proposal Conference**
Deadline for submission of proposals	**Tuesday, February 22, 2011**

Tentative date for mailing award/denial letters	**March 22, 2011**
Tentative deadline for protests	**April 6, 2011**
Tentative date for awarding of Contract(s)	**June 14, 2011**
Tentative start date for Contract(s)	**July 1, 2011**

The above dates are subject to change as deemed necessary by the County of San Bernardino.

III. PROCUREMENT CONDITIONS

A. Contingencies

Funding for this program is contingent on funding from the appropriate office of the State of California and is subject to reimbursement under Federal and State laws. This RFP does not commit the County to award a Contract. Cost, while not necessarily the primary factor used in the selection process, is an important factor. The County will award a Contract based on the proposal that best meets the needs of the County.

B. Acceptance or Rejection of Proposals

The County reserves the right to accept or reject any or all proposals if the County determines it is in the best interest of the County to do so. The County will notify all Proposers, in writing, if the County rejects all proposals. The County also reserves the right to terminate this procurement process at any time.

Proposals shall remain valid and subject to acceptance anytime within one hundred eighty (180) days after the proposal opening and up to the awarding of the contract(s).

C. Best Value Evaluation Process

Cost is an important factor in the evaluation process, but the County is not obligated to accept the lowest cost proposal. At the County's discretion, considerations other than price may factor into a decision as to which services and/or products provide the best value to the County and best meets the needs of the County. Such considerations may include:

- Qualifications of key staff
- Relevant project experience
- Past performance
- Environmental considerations
- Any other relevant factors listed in the solicitation, as listed in Section XIII, Proposal Evaluation and Selection.

D. Modifications

The County reserves the right to issue addenda or amendments to this RFP if the County considers that additional clarifications are needed. Only those proposers represented at the proposal conference will receive addenda or amendments issued after the Mandatory Conference.

E. Proposal Submission

To be considered, all proposals must be submitted in the manner set forth in this RFP. **It is the Proposer's responsibility to ensure that its proposal arrives on or before the specified deadline.** All proposals and materials submitted become the property of the County.

F. Local Preference Policy

The County of San Bernardino has adopted a preference for Vendors whose principal place of business is located within the boundaries of the County. A five percent (5%) preference may be applied prior to approval of any purchase or acquisition of services, equipment, goods, or supplies.

For purposes of the application of the local preference policy (County Policy 11 – 12) "principal place of business" is defined as the Vendor's main office (or headquarters) or a major regional office. A "major regional office" is defined as a business location apart from the Vendor's main office (or headquarters) which:

- Has been issued a business license, if required, and has been established and open for a minimum of six months prior to the date that the approval authority authorizes the circulation of an RFP, Request for Qualifications (RFQ), Quote(s) and Requests for Applications (RFA) for any contract, agreement, or purchase order to which it responds; and
- Can demonstrate on–going business activity in the field of endeavor on which the Vendor is proposing, from that office during the preceding six months; and
- Has a minimum of twenty-five percent (25%) of the Vendor's full time management employees and twenty-five percent (25%) of its full time regular employees working from the San Bernardino County location(s).

The County's Local Preference Policy means for example, if two Vendors are responding to this RFP and if quality, service and ability to meet the County's needs are equal, County staff must determine if one of the Vendors is a local Vendor. If one of the Vendors is a local vendor, and its quoted price or cost for services, equipment, goods or supplies does not exceed five percent (5%) of the other Vendor's quoted price or cost, unless it is determined that an exemption applies, staff should recommend the local Vendor for the contract award.

G. Incurred Costs

The County is not obligated to pay any costs incurred by Proposers in the preparation of a proposal in response to this RFP. Proposers agree that all costs incurred in developing this proposal are the Proposer's responsibility.

H. Public Inspection

Proposals submitted in response to this RFP become the property of the County of San Bernardino and are subject to the provisions of the California Public Records Act. This Act is designed to give reasonable public access to information in the possession of public agencies.

I. Clarifications

The County may require the potential Proposer(s)/Contractor(s) selected to provide additional information or clarifications on any area contained in this RFP or which might be used to evaluate vendors. This may include cost, technical, or other clarifications needed to make a decision.

J. Negotiations

The County may require the potential Proposer(s) selected to participate in negotiations. This may include cost, technical information, or other clarifications needed to make a decision.

K. Formal Agreement

Proposer will be required to enter into a formal agreement with the County. This RFP sets forth some of the general provisions which will be included in the final contract. In submitting a response to this RFP, Proposer will be deemed to have agreed to each clause unless the proposal identifies an objection and County agrees to a change of language in writing. All objections to any provisions of the final contract should be listed on **Attachment E** – Exceptions to RFP.

L. Use of Proposals Received

All proposals received shall become the property of the County.

M. Independent Contractor Status

Any Proposer that is awarded a Contract will be considered an independent Contractor(s), wholly responsible for the manner in which it performs, and will assume exclusively the responsibility for the acts of its employees who will not be entitled to any rights and privileges of County employees nor be considered in any manner to be County employees.

N. Pre-Award On-Site Visits

Site visits may be conducted to verify information submitted in the RFP and to determine if the proposed facilities are appropriate for the proposed services to be provided.

O. Level of Service

For any Contract awarded as a result of the RFP, no minimum or maximum number of referrals or enrollments can be guaranteed by the County.

P. Termination of Awarded Contract

The Contract between the County and selected Proposer(s) will contain specific language which addresses the option of both the selected Proposer(s) or County to terminate the Contract without cause, termination for the convenience of the County, and termination for cause.

Q. Priority Population

The target populations to be served are children and youth, under the age of twenty-one (21), with a range of serious emotional problems (e.g., anger outbursts, psychosis, property destruction, cutting, purging and/or self restriction of food intake) – displaying target behavior(s), and who are eligible for full-scope Medi-Cal benefits. These include children/youth who are being considered for placement in RCL 12 and above facility, and children/youth who are "at risk" of hospitalization. Specific emphasis will be placed on transitional-age youth (TAY, ages 16-21) and underserved racial, ethnic and culturally diverse populations. [See DMH Information Notice No. 08-38 for more information (http://www.dmh.ca.gov/DMHDocs/docs/notices08/08-38.pdf)].

R. Final Authority

The final authority to award a Contract rests solely with the San Bernardino County Board of Supervisors.

IV. PROGRAM REQUIREMENTS (SCOPE OF WORK)

A. Definitions (Program Specific)

The terms Proposer, Contractor, or Vendor/Applicant are used interchangeably throughout this document referring to the entity submitting a response and may subsequently become a Contractor.

1. **Child, Adolescent, Needs and Strengths (CANS) Assessment**: An assessment tool that facilitates the identification of a youth's current difficulties, needs, and strengths.
2. **Cultural Competency**; The acceptance and understanding of cultural mores and their possible influence on the participant's issues and/or behavior (i.e., using the understanding of the differences between the prevailing social cultural and that of the participant's family to aid in developing individualized supports and services).
3. **Department of Behavioral Health (DBH)**: The DBH, under state law, provides mental health and alcohol and drug treatment and prevention services to County residents. In order to maintain a continuum of care, DBH operates or contracts for the provision of prevention, early intervention 24-hour care, day treatment, outpatient services, case management, and crisis and referral services. Community services are provided in all major County metropolitan areas and are readily accessible to most County residents.
4. **Department of Mental Health**: The California Department of Mental Health, located in Sacramento, has oversight of a public mental health budget, including local assistance funding. Its responsibilities include: providing leadership for local county mental health departments; evaluation and monitoring of public mental health programs administration of federal funds for mental health programs and services; and care and treatment of people with mental illness at the five state mental hospitals.
5. **Early and Periodic Screening, Diagnosis, and Treatment Program (EPSDT) Medi-Cal** – A federally-mandated Medicaid option that requires states to provide screening, diagnostic and treatment services to persons under age 21 who have unrestricted Medi-Cal and also meet necessary medical criteria by having a qualifying mental health diagnosis and functional impairment that is not responsive to treatment by a healthcare-based provider. In addition, services are generally acceptable for the purpose of correcting or ameliorating the mental disorder. For the purposes of this proposal, EPSDT Medi-Cal Rehabilitative Mental Health Services activities may include Assessment, Collateral, Crisis Intervention, Evaluation, Medication Support Services, Plan Development, Rehabilitation and Therapy.

    a. **Assessment** – is defined as a service activity designed to evaluate the current status of a child's mental, emotional, or behavioral health. Assessment includes, but is not limited to, one or more of the following: mental status determination, analysis of the child's clinical history; analysis of relevant cultural issues and history; diagnosis; and the use of testing procedures.

    b. **Collateral** – is defined as a service activity to a *Significant Support Person* in a child's life for the purpose of meeting the needs of the child in terms of achieving the goals of the *youth's* client plan. Collateral may include, but is not limited to, consultation and training of the significant support person(s) to assist in better utilization of mental health services by the child, consultation and training of the significant support person(s) to assist in better understanding of the *youth's* serious emotional disturbance; and family counseling with significant support person(s) in achieving the goals of the *youth's* client plan. The youth may or may not be present for this service activity.

c. **Crisis Intervention** – Crisis intervention is a quick emergency response service enabling the individual and/or family, support system and/or involved others to cope with a crisis, while maintaining his/her status as a functioning community member to the greatest extent possible, and in the least restrictive care as applicable. A crisis is an unplanned event that results in the individual's need for immediate service intervention. Crisis intervention services are limited to stabilization of the presenting emergency. This service does not include Crisis Stabilization, which is provided in a 24-hour health care facility or hospital outpatient program. Service activities include but are not limited to assessment, evaluation, collateral and therapy (all billed as crisis intervention).

d. **Medication Support Services** – Medication support services include staff persons practicing within the scope of their professions by prescribing, administering, dispensing and/or monitoring of psychiatric medications or biologicals necessary to alleviate the symptoms of mental illness. This service includes:

i. Evaluation of the need for medication.

ii. Evaluation of clinical effectiveness and side effects of medication.

iii. Obtaining informed consent.

iv. Medication education (including discussing risks, benefits and alternatives with the individual, family or significant support persons).

v. Plan development related to the delivery of this service.

e. **Plan Development** – is defined as a service activity that consists of development of client plans, approval of client plans, and/or monitoring and recording of a child's progress.

f. **Rehabilitation** – is defined as a service activity that includes, but is not limited to, assistance in improving, maintaining, or restoring a child's or group of children's functional skills, daily living skills, social and leisure skills, and grooming and personal hygiene skills; obtaining support resources; and/or obtaining medication education.

i. Assistance in restoring or maintaining an individual's functional skills, social skills, medication compliance, and support resources.

ii. Age-appropriate counseling of the individual and/or family, support systems and involved others.

iii. Training in leisure activities needed to achieve the individual's goals/desired results/personal milestones.

iv. Medication education for family, support systems and involved others.

g. **Targeted Case Management** – (TCM) means services that assist a beneficiary to access needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services. The service activities may include, but are not limited to, communication, coordination, and referral; monitoring service delivery to ensure beneficiary access to service and the service delivery system; monitoring of the beneficiary's progress; placement services; and plan development. Targeted Case Management may be either face-to-face or by telephone with the child/youth or significant support persons and may be provided anywhere in the community.

h. **Therapy** - A service activity that may be delivered to an individual or group of individuals and may include family therapy (when the individual is present).

Therapeutic interventions are consistent with the individual's goals, desired results, and personal milestones and focus primarily on symptom reduction as the means to improve functional impairments.

6. **Individualized Service Plan (ISP)**: A flexible, creative approach to plan of care/treatment for clients based on assessment of needs, resources, and family strengths with the ultimate goal of promoting the self-sufficiency of the family in dealing with their unique challenges. The plan reflects the best possible fit with the culture, values and beliefs of the client and family/caregiver(s) and referring agency's safety concerns, while meeting all Medi-Cal documentation requirements.
7. **Rate Classification Level (RCL) Facility**: Assessed by foster care rates analysts for payment of services rendered by group homes in the State of California. An RCL value of 10-14 indicates that frequent, intensive, and pervasive services are required to meet the treatment and safety needs of the child, family and community. Placement in, or consideration to be placed in, an RCL 12 facility or above are two of the factors of Medi-Cal beneficiaries that are TBS Class eligible.
8. **Rehabilitation**: A service activity that includes, but is not limited to assistance in improving, maintaining or restoring a child's/youth's functional skills, daily living skills, social and leisure skills, and grooming/personal hygiene skills. This further includes obtainment of other supportive resources, including medication education for the beneficiary and his/her family/caregiver/support person.
9. **Specialty Mental Health Provider (SMHP)**: A mental health services provider engaged in the provision of ongoing mental health services with the beneficiary. The qualifying criteria is determined by whether or not the SMHP is providing services billed to Medi-Cal (e.g., individual therapy, case management, and/or medication support services).
10. **Target/"at risk" Behavior(s)**: Display of behaviors that place a child/youth at risk of being hospitalized in an acute psychiatric inpatient hospital or psychiatric health facility for acute care as a result of such behaviors that may benefit from TBS interventions.
11. **Therapeutic Behavioral Health Services (TBS)**: An intensive, one-to-one, face-to-face, short-term outpatient treatment intervention, authorized for a specified period of time, designed to maintain the child's/youth's residential placement at the lowest appropriate level by resolving targeted behaviors and achieving short-term treatment goals. [See Section IV, Paragraph C (2) – Services (f-i) for all TBS categories.]

B. Background (Program Specific)

As a State-mandated program, TBS resulted from the U.S. District Court Cases of Katie A. vs. Bonta, Emily Q. v. Belshe, Emily Q v. Bonta, et. al.; which required increased access of eligible children/youth to wraparound services, therapeutic foster care and TBS. The Emily v. Bonta final judgment in 2001 recognized TBS as a Medi-Cal reimbursable EPSDT supplemental service. The court ordered the State to implement procedures for requesting and accessing TBS as a Medi-Cal EPSDT service and in 2004 the court ordered the State to increase TBS utilization. On November 14, 2008, the federal court in Emily Q. vs. Bonta adopted a Nine-Point Plan to increase access and improve delivery of TBS. Implementation of this plan was effective January 1, 2009; the goal of which is to increase utilization and improve outcomes for children/youth. Further, the Nine-Point Plan refines and clarifies definitions of TBS "eligibility" and "at risk", and includes strategies to increase TBS access and improve the quality of TBS.

[See DMH Information Notice No. 08-68 for more information on the Nine-Point Plan (http://www.dmh.ca.gov/DMHDocs/docs/notices08/08-38.pdf)].

TBS are one-to-one behavioral mental health services available to children and youth with serious emotional challenges who are under the age of twenty-one (21), and who are eligible for a full array of Medi-Cal benefits without restrictions or limitations (full-scope EPSDT Medi-Cal). TBS are authorized for a specified short-term period of time (2-6 months as justified through the completion of current service plans and in accordance with the Nine-Point Plan), designed to maintain the child's/youth's residential placement, at the lowest appropriate level, by resolving target behaviors and achieving measurable treatment goals based on the needs of the child/youth and family. This program helps children/youth and their parents/caregivers, foster parents, group home staff and school staff learn ways of reducing and managing target/"at risk" behaviors, as well as strategies and skills to increase the kinds of behaviors that will allow children/youth be successful in their current environment and prevent higher level residential placement. Accordingly, TBS never exist alone, but are in addition to other mental health services.

C. Program Description (Program Specific)

1. Program Objective

The objective of TBS is to help children/youth and parents/caregivers (when available) manage target behaviors, reduce and/or eliminate the need for placement into high levels of out-of-home care or psychiatric hospitalization, and assist children/youth in maintaining their current residential status and/or placement. The provision of TBS is to be monitored closely and the intensity of services should be responsive to changes in the child's/youth's needs (e.g., scaled down as a transition out of TBS is facilitated and improvements have been made).

The minimum number of unduplicated clients to be served countywide for the entire three-year term is 900, equaling 300 beneficiaries per year. It is expected that at least 15% of TBS are provided to TAY; therefore, outreach to this population is essential to the success of the program. **Awarded contracts will be developed to serve various proportions of the required total of unduplicated clients, depending on the proposed area(s) and agency(ies) capacity.**

2. Program Requirements

Implementation

a. Proposers who are not currently providing TBS, or have no prior experience providing TBS, may still propose to begin offering TBS as long as all applicable program and beneficiary eligibility requirements are met.

b. TBS must be ready and functional no later than ninety (90) days from the contract start date.

c. TBS should represent at least 80% of services provided under this contract.

Eligibility/Non-Eligibility

As a specialty EPSDT supplemental program, TBS are reimbursable for full-scope Medi-Cal beneficiaries under the age of twenty-one (21) only. Eligibility for TBS is based on meeting medical necessity criteria and class certification criteria.

Medical necessity means the client must be diagnosed for any of the mental disorders listed in CCR, Title 9, Chapter 11, Section 1830.205; and there must be an impairment as a result of the mental disorder, an intervention that addresses the impairment (i.e., TBS), and an expectation that the intervention would significantly diminish the impairment or prevent deterioration, or allow for individually appropriate developmental progress. *Class criteria* provides a description of specific circumstances that make children/youth eligible, listed as follows: child/youth is placed in a group home facility of RCL 12 or above or in a locked treatment facility for the treatment of mental health needs; child/youth is being considered by the county for placement in a facility formerly described; child/youth has undergone at least one emergency psychiatric hospitalization related to his/her current presenting mental health diagnosis within the preceding 24 months; child/youth has previously received TBS while a member of the certified class; or child/youth is at risk of psychiatric hospitalization.

TBS are not eligible for reimbursement when any of the following circumstances exist:

a. Services are rendered for the convenience of the family or other caregivers, physician or teacher.

b. Supervision or services are provided to assure compliance with probationary terms.

c. Supervision is provided to ensure the child's/youth's safety or safety of others.

d. Services are rendered to address conditions that are not part of the child's/youth's mental health condition.

e. Services are provided to child/youth who can sustain non-impulsive, self-directed behavior, handle themselves appropriately in social settings with peers, and who are able to appropriately handle transitions during the day.

f. Services are provided to child/youth who will never be able to sustain non-impulsive, self-directed behavior and engage in appropriate community activities without full-time supervision; or when the beneficiary is an inpatient of a hospital, psychiatric heath facility, nursing facility, institute for mental diseases, or crisis residential program.

General

a. Coordinate successfully with DBH program staff and other necessary County departments.

b. Remain informed about all California DMH requirements and changes relating to TBS. It is not the responsibility of DBH to keep Contractors apprised of such information.

c. Provide TBS in conjunction with any appropriate mental health program (i.e., residential care, general mental health, school-based, etc.) and offer services to a variety of populations with ranging behavioral or emotional challenges that are placing them at risk for hospitalization and/or otherwise deeming them in need of TBS (e.g., anger outbursts, psychosis, property destruction, cutting, purging, and/or

severe self restriction of food intake). The proposing agency must illustrate the ability to provide TBS to the broad population within the community.

d. Assess the demographic make-up and population trends of the designated service area to identify cultural and linguistic needs of the target population. Such assessments are critical to designing and planning for the provision of appropriate and effective TBS.

e. Engage in outreach to collaborate with appropriate agencies and organizations throughout the community in order to increase access and utilization of TBS. Specific emphasis should be placed on outreach to increase access and utilization of TAY (ages 16-21) and culturally diverse populations.

f. Attend all meetings held by DBH Program staff regarding program updates, progress, and changes.

g. Notify the DBH liaison of referrals and client eligibility. Accept and assess all referral outcomes for TBS from DBH's Children's Services program, ACCESS Unit, outpatient clinics, fee-for-service providers, contract providers, and other child servicing agencies.

Services

Specialty Mental Health Services are conceptually divided between Non-TBS and TBS under this program. This is done with a primary service emphasis on TBS; however, it is understood that other specialty mental health services must be included to meet beneficiary needs and, in some instances, serve as the SMHP. TBS must represent at least 80% of services provided under this contract.

The following are non-TBS specialty mental health services to be incorporated into the program:

a. Assessment: A service activity designed to evaluate the current status of a child's mental, emotional, or behavioral health. Assessment includes, but is not limited to, one or more of the following: mental status determination, analysis of the child's clinical history; analysis of relevant cultural issues and history; diagnosis; and the use of testing procedures. **Assessment does not always occur face-to-face.**

b. Plan Development: Requires performance of, but is not limited to the following: development and approval of treatment or service plans, verification of service necessity, monitoring of the individual's progress. A comprehensive ISP that involves family, caregivers, and/or others that are significant in the child's/youth's life, and is designed to maximize the child's functioning level in the least restrictive level of residential placement is mandatory. **Plan development is usually face-to-face, but may occur while the child/youth is not present.**

c. Collateral: A service activity to a *Significant Support Person* in a child's life for the purpose of meeting the needs of the child in terms of achieving the goals of the *youth's* client plan. Collateral may include, but is not limited to, consultation and training of the significant support person(s) to assist in better utilization of mental

health services by the child, consultation and training of the significant support person(s) to assist in better understanding of the *youth's* serious emotional disturbance; and family counseling with significant support person(s) in achieving the goals of the *youth's* client plan. The youth may or may not be present for this service activity. **Whenever services provided meet the TBS Collateral requirements, the service code and documentation requirements for TBS Collateral should be used. Collateral services may be face-to-face or via telephone.**

d. Targeted Case Management: Services that assist a beneficiary to access needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services. The service activities may include, but are not limited to, communication, coordination, and referral; monitoring service delivery to ensure beneficiary access to service and the service delivery system; monitoring of the beneficiary's progress; placement services; and plan development. The connection between the mental health condition/impairment and the billed intervention MUST BE SPECIFIED IN THE CLIENT ISP. **Targeted case management may be face-to-face or via telephone with the child/youth or any family/caregiver/support person. Placement services are <u>not</u> included as a service in this program.**

e. Crisis Intervention: A quick emergency response service enabling the individual and/or family, support system and/or involved others to cope with a crisis, while maintaining his/her status as a functioning community member to the greatest extent possible, and in the least restrictive care as applicable. A crisis is an unplanned event that results in the individual's need for immediate service intervention. Crisis intervention services are limited to stabilization of the presenting emergency. **This service does <u>not</u> include Crisis Stabilization, which is provided in a 24-hour health care facility or hospital outpatient program.** Service activities include but are not limited to Assessment, Evaluation, Collateral and Therapy (all billed as crisis intervention).

The following are direct TBS, representing four categories that can be billed under service function code (SFC) 58, all of which serve a purpose under TBS:

f. TBS Assessment: Clinical analysis of the history and current status of the individual's mental, emotional, or behavioral disorder. Relevant cultural issues and history should be assessed/included where appropriate. An assessment may include diagnosis, identification of target behaviors and symptoms that jeopardize continuation of current residential placement or interference of transition into lower level care. Assessments must be comprehensive enough to identify medical necessity eligibility, status as a full-scope Medi-Cal beneficiary under the age of 21 and "class certification", and the need for specialty mental health services in addition to TBS. **TBS Assessment does not always occur face-to-face.**

g. TBS Collateral: Contact with one or more significant support persons in the beneficiary's life identified in the TBS treatment plan, to include: consultation and training on better utilization of TBS, understanding of mental illness, and behaviors

and symptoms being targeted to work towards the goals identified in the TBS treatment plan. TBS Collateral services can also be used when a TBS Coach or TBS Clinician contacts the therapist providing mental health services, or while conducting a TBS Treatment Team meeting, as long as the contact directly relates to the TBS treatment plan and the beneficiary is not present. **TBS Collateral services may be face-to-face or via telephone.**

h. TBS Plan Development: Includes development and approval of treatment or service plans, verification of service necessity, and monitoring the beneficiary's progress. **TBS Plan development is usually face-to-face, but may occur while the child/youth is not present.**

i. TBS Coach Time: Requires one-on-one/face-to-face therapeutic contact between a mental health provider (TBS Coach) and a beneficiary for a specified short-term period of time (2-6 months as justified through the completion of current service plans and in accordance with the Nine-Point Plan), designed to maintain the child's/youth's placement at the lowest appropriate level by resolving target behaviors and achieving short-term goals. **TBS Coach Time may not be provided until the initial assessment is complete. The majority of TBS billing will apply to this category of service.**

Staff

a. Staff must be comprised of personnel with the appropriate background, experience, licensure and certificates (under applicable statutes and regulations) are required to deliver effective TBS. A TBS staff team should include a minimum of the following positions, or equivalent to the following:

1. **Clinic Supervisor:** Must be a licensed clinical professional, which may include a Psychologist (Ph.D./Psy.D.), Licensed Clinical Social Worker (LCSW) *or* a Marriage and Family Therapist (MFT). The Clinic Supervisor must have experience developing behavioral treatment plans for emotionally and behaviorally disturbed children/youth and working with their family/caregivers. Responsibilities may include assessments, evaluations, collateral, and therapy activities which support the child's residential placement or transition to the least restrictive level of community care.

2. **TBS Coach**: Must possess a Bachelors degree in the field of behavioral sciences, or 30 semester units/45 quarter units of completed college coursework (half of which must be upper division) and at least 2 years experience working with at-risk children/youth or dually diagnosed children/youth in a residential community or school setting. The TBS Coach must have knowledge in behavioral management techniques and implementation of behavioral treatment plans. Completion of a CPR and First Aid certification class is required 3 months prior to the beginning of employment. Responsibilities and outcomes expected of a TBS Coach include, but are not limited to: providing structure and support over TBS; minimizing impulsivity amongst beneficiaries; increasing social and community competency by building/reinstating daily living skills that will

assist children/youth to live successfully within the community; assist beneficiary in developing the ability to sustain self-directed appropriate behaviors, internalize a sense of social responsibility, and enable appropriate participation in community activities; participate in weekly and monthly treatment plan meetings and conference calls requiring input and feedback on the progress of the intervention and client's needs; maintain a transparent audit trail between TBS services and the provision of other specialty mental health services; provide TBS in a manner that decreases the need for TBS and does not foster dependency; provide TBS to one designated child/youth/family during a specified period of time and do not provide TBS to another child/youth/family during the same time frame; provide a plan to deal with a crisis during TBS in collaboration with the child/youth, family/caregiver, and treatment team.

3. **Volunteer(s)**: Contractor *may*, but is not required to, utilize volunteers. Volunteers are unpaid, unlicensed staff that provides informal supports. These staff members must still comply with all applicable laws and regulations in rendering services/assistance. Volunteers are not allowed to participate in activities that will be billed as providing services.

b. Ensure staff attends County provided training, including cultural competency training, to assure equal access and opportunity for services, and to improve service delivery practices.

c. Provide on-going training and in-service for staff regarding TBS and behavioral intervention techniques. The trainings must incorporate the current version(s) of support documents developed as tools to aid the implementation of TBS, currently including: TBS Coordination of Care Best Practices and TBS Documentation Manual 2.0.

d. A staff roster must be kept current and must be provided to DBH Program Manager or designee. Additionally, all copies of licenses and waivers will be provided to DBH Program Manager or designee on a regular basis.

e. A sufficient amount of staff must be bilingual (English/Spanish) in order to provide and/or translate direct and indirect services to the intended population. It is preferred that TBS Coaches are bilingual when the community/surrounding population and/or client/family require such capability.

f. Resources must be sought to continuously obtain the necessary linguistic and/or translation capabilities necessary to serve the applicable population. (See Section V, Contract Requirements, Paragraph A (29) – Cultural Competency.)

g. Personnel will possess appropriate licenses and certificates, and be qualified in accordance with applicable statutes and regulations. The proposer will obtain, maintain and comply with all necessary government authorizations, permits and licenses required to conduct operations. In addition, the Proposer will comply with applicable Federal, State and local laws, rules, regulations and orders in its operations, including compliance with all applicable safety and health requirements concerning Proposer employees.

Note: Proposer must explain how "non-professional" staff, as compared to professional staff, will be utilized in the provision of informal support. Professional staff denotes licensure or certification at minimum, and formal supports are practices required by a professional licensed or certified in a field of their specialty. Non-professional staff typically refers to parent/family advocates, volunteers, religious leaders, etc., providing non-clinical support to beneficiaries and their family/caregivers.

Outcomes/Evaluation

a. Collect, analyze and report on evaluation elements and their outcomes as defined by DBH.

b. Perform testing and evaluations in accordance with the frequency required by testing instruments. The required instrument – at minimum – is CANS, preferably the San Bernardino version (i.e., SB-CANS: Comprehensive Multisystem Assessment); however, if another version is used free access to SB-CANS documentation will be provided if needed to augment another version. Frequency of testing is as follows: within thirty (30) days of admission, every six (6) months, and within thirty (30) days of discharge. In no case shall a period of more than six months pass without testing.

c. Provide DBH Research & Evaluation (R&E) with important outcome information throughout the term of the contract. R&E will notify contractor(s) when participation is required. The performance outcome measurement process will not be limited to survey instruments, but may also include client and staff interviews, chart reviews, and other methods of obtaining needed information.

d. Complete and submit a monthly status report to DBH Program Manager or designee, containing all requested information (e.g., TBS caseloads, clients' authorization period(s), TBS Coach time, service dates and client progress). The monthly status report is due by the 5th of each month.

e. Monitor outcome measures to ensure 30% of clients who receive TBS remain out of hospitals and do not require higher level of care while receiving services.

f. Utilize a satisfaction survey to aid in the evaluation of the program. Surveys should be utilized to improve and address program deficiencies and promote quality of service.

g. Evaluate progress of the overall program, specifically regarding response to mental health needs of the local community. Such evaluation practices may include, but is not limited to the following: audits, annual program reviews, contract monitoring, and reviewing special incidents.

h. Participate and cooperate with DBH bi-annual and/or annual site reviews; such reviews may require follow-up and action/correction plans.

3. Program Consideration

a. The main clinic location must maintain "normal business hours" (8 a.m. to 5 p.m.) to allow for public access, County/State oversight and offer clinical services to clients.

b. Provide TBS at off-site facilities as needed, including group homes, client's home, foster home or other community settings.

c. Utilize an ISP for each beneficiary (see definition under Section IV.).

d. Begin assessments within three (3) days if DBH provides an "URGENT" request for services.

e. Maintain a system/protocol to address emergency situations with TBS Coaching and/or Collateral services 24 hours a day, seven days a week, to meet the needs of the child/youth/family.

f. Maintain facility(ies) and equipment, and operate continuously with *at least* the number of classified staff required for the provision of services. In addition to standard Medi-Cal requirements, complete data entry requirements needed to meet any State DMH requirements established within the applicable court settlement(s) or as instructed by DBH.

g. Services are to be billed per minute in compliance with EPSDT Medi-Cal standards.

V. CONTRACT REQUIREMENTS

A. General

The Proposer(s) selected may be required to agree to the terms contained below. If the Proposer has any objections, these objections must be addressed in the RFP response to the County or the objections will be deemed to have been waived.

1. Representation of the County

In the performance of the Contract, Proposer, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of County of San Bernardino.

2. Contractor Primary Contact

The Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor or designee must respond to the County within two (2) business days. Contractor shall not change the primary contact without written notification and acceptance of the County. Contractor shall notify County when the primary contact will be unavailable/out of the office for one (1) or more workdays and will also designate a back-up point of contact in the event the primary contact is not available.

3. Change of Address

Contractor shall notify the County in writing of any change in mailing address within ten (10) calendar days of the address change.

4. Contract Assignability

Without the prior written consent of the County, the Contract is not assignable by Contractor either in whole or in part.

5. Contract Amendments

Contractor agrees any alterations, variations, modifications, or waivers of provisions of the Contract shall be valid only when they have been reduced to writing, duly signed and attached to the original of the Contract and approved by the required persons and organizations.

6. Copyright

County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this Contract shall acknowledge San Bernardino County Department of Behavioral Health as the funding agency and Contractor as the creator of the publication. No such materials or properties produced in whole or in part under this Contract shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printed material, and periodicals, assembled pursuant to this Contract must be filed with County prior to publication. Contractor shall receive written permission from County prior to publication of said training materials.

7. Attorney Costs & Fees

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorneys' fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under **Section V Part B-1** Indemnification.

8. Conflict of Interest

Contractor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of this contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of this contract or shall have any relationship to the Contractor or officer or employee of the Contractor.

Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and State law, including Section 23-602 (Code of Conduct) of Chapter 23-600 of the California Department of Social Services (CDSS) Manual of Policies and Procedures. In the event that County determines that a conflict of interest situation exists, any increase in costs associated with the conflict of interest situation may be disallowed by County and such conflict may constitute grounds for termination of the Agreement.

This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

9. Grievance Procedure

Contractor will ensure that staff are knowledgeable on the San Bernardino County Department of Behavioral Health Grievance Procedure (attached as **Attachment J**) and ensure that any complaints by recipients are referred to the County in accordance with the procedure.

10. Confidentiality

Contractor shall be required to protect from unauthorized use or disclosure names and other identifying information concerning persons receiving services pursuant to the Contract, except for statistical information not identifying any participant. The Contractor shall not use or disclose any identifying information for any other purpose other than carrying out the Contractor's obligations under the Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract. Contractor may be required to sign the DBH Non-Staff Oath of Confidentiality.

11. DBH Research Policy

Research involving the client cannot be conducted without the prior written approval of the Director of the Department of Behavioral Health. Any approved research must follow the guidelines in the DBH Research Policy.

12. Contract Reimbursement

a. If applicable, Contractor is required to become Medi-Cal certified in order to provide and be reimbursed for services provided to Medi-Cal clients. Contractors may access certification procedures by referring to http://www.sbcounty.gov/dbh/Contract_Providers_Detailed_Certification_Process.pdf.

b. Contracts are typically funded annually on a July 1 – June 30 fiscal year basis.

c. Contractor shall bill the County monthly in arrears on claim forms provided by the County.

d. If applicable, no later than 75 days after the end of the fiscal year or expiration date or termination of a contract for services, unless otherwise notified by County, the Contractor shall provide the County with a complete and correct annual standard State of California Cost Report for Medi-Cal services.

e. Reimbursement to Contractor shall be made monthly in arrears based on the actual cost of services provided during the service month, not to exceed cumulative 1/12 of the maximum annual contract obligation.

f. Where billing accounts have crossover Medicare and/or Insurance along with Medi-Cal, Proposer shall first be required to bill Medicare and/or applicable insurance, then provide to the DBH Business Office copies of Contractor's billing and the Remittance Advice (RA) that show that the bill was either paid or denied.

The DBH Business Office, upon receipt of these two items, will proceed to have the remainder of the claim submitted to Medi-Cal. Without these two items, the accounts with the crossover Medicare and/or Insurance along with Medi-Cal will not be billed.

Contractor shall be obligated to report all revenue received from any source, including Medicare revenue, in its monthly claim for reimbursement.

Contractor shall be in compliance with the Deficit Reduction Act of 2005, Section 6032 Implementation. As a condition of payment for services, goods, supplies and merchandise provided to beneficiaries in the Medical Assistance Program ("Medi-Cal"), providers must comply with the False Claims Act employee training and policy requirements in 1902(a) of the Social Security Act (42 USC 1396(a)(68)), set forth in that subsection and as the federal Secretary of Health and Human Services may specify.

g. Contractor shall collect revenues for the provision of the services described in this RFP and any Contract awarded. Such revenues may include, but are not limited to, fees for services, private contributions, grants or other funds. All revenues received by the Contractor shall be reported in the annual Cost Report, and shall be used to offset gross cost.

h. Contractor shall exercise diligence in billing and collecting fees and/or co pays from patients for services.

The State of California "Uniform Method of Determining Ability to Pay" (UMDAP) shall be followed in charging clients for services under this agreement. Proposers may access these procedures at http://www.dmh.cahwnet.gov/DMHDocs/default.asp?view=notices. Information Notice 98-13.

i. Contractor shall input Charge Data Invoices (CDI's) into the County's billing and transactional database system by the fifth (5th) day of the month for the previous month's services. Contractor will be paid based on Medi-Cal claimed services in the County's billing and transactional database system for the previous month. Services cannot be billed by the County to Medi-Cal until they are input into the County's billing and transactional database system.

j. As any resulting contract from this RFP, may be funded in whole or in part with funds provided by the American Recovery and Reinvestment Act of 2009 (ARRA), signed into law on February 17, 2009, Contractor shall comply with the terms and conditions as set forth and hereby incorporated by this reference as **Attachment O**.

13. Licenses and Permits

Contractor will ensure that it has all necessary licenses and permits required by the laws of the United States, State of California, County and all other appropriate governmental agencies, and agrees to maintain these licenses and permits in effect for the duration of this Contract. Contractor will notify County immediately of loss or suspension of any such licenses and permits. Failure to maintain a required license or permit may result in immediate termination of this Contract.

14. Health and Safety

Contractor shall comply with all applicable local health and safety clearances, including fire clearances, for each site where program services are provided under the terms of the Contract.

15. Department of Justice Clearance

Contractor shall obtain from the Department of Justice (DOJ) records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment or volunteers for all positions in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, as provided for in Penal Code Section 11105.3. This includes licensed personnel who are not able to provide documentation of prior Department of Justice clearance. A copy of a license from the State of California is sufficient proof.

16. The Excluded Parties List System (EPLS)

Neither Contractor nor its employees or subcontractors shall be named on the EPLS, which includes information regarding entities debarred, suspended, proposed for debarment, excluded or disqualified under the non-procurement common rule, or otherwise declared ineligible from receiving Federal contracts, certain subcontracts, and certain Federal assistance and benefits. The EPLS can be accessed at http://www.epls.gov/. This information may include names, addresses, DUNS numbers, Social Security Numbers (SSNs), Employer Identification Numbers or other Taxpayer Identification Numbers, if available and deemed appropriate and permissible to publish by the agency taking the action. Please be aware that although United States General Service Administration operates this system, individual agencies are responsible for the timely reporting, maintenance, and accuracy of their data.

a) Selected Contractors shall be asked to certify that no staff member, officer, director, partner, or principal, or sub-contractor is "excluded" or "suspended" from any federal health care program, federally funded contract, state health care program or state funded contract. This certification shall be documented by completing the Attestation Regarding Ineligible/Excluded Persons **(Attachment P)** at time of the initial agreement execution and annually thereafter.

b) Contractor acknowledges that Ineligible Persons are precluded from providing Federal and State funded health care services by agreement with County in the event that they are currently sanctioned or excluded by a Federal or State law enforcement regulatory or licensing agency.

17. Health Insurance Portability and Accountability Act

Pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the requirements of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009, regulations have been promulgated governing the privacy and security of individually identifiable health information (IIHI) otherwise defined as Protected Health Information (PHI) or electronic Protected Health Information (ePHI). The HIPAA Privacy and Security Regulations specify requirements with respect to contracts between an entity covered under the HIPAA Privacy and Security Regulations and its Business Associates.

A Business Associate is defined as a party that performs certain services on behalf of, or provides certain services for, a Covered Entity and, in conjunction therewith, gains access to IIHI, or PHI or ePHI. Therefore, in accordance with the HIPAA Privacy and Security Regulations, Contractor shall comply with the terms and conditions as set forth in the attached Business Associate Agreement, hereby incorporated by this reference as Attachment N.

18. Pro-Children Act of 1994

Contractor will comply with Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994.

19. Environmental Regulations

EPA Regulations - If the amount available to Contractor under the Contract exceeds $100,000, Contractor will agree to comply with the Clean Air Act (42 USC 7606), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR, Part 15).

State Energy Conservation Clause - Contractor shall observe the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 20, Division 2, Chapter 4, California Code of Regulations).

20. Environmental Requirements

In accordance with County Policy 11-10, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Contractor to use recycled paper for proposals and for any printed or photocopied material created as a result of a contract with the County. The policy also requires Contractor to use both sides of paper sheets for reports submitted to the County whenever practicable.

Although the County has not committed to allowing a cost preference, if two products are equivalent and the cost is feasible the environmentally preferable product would be selected. The intent is to utilize proposers that reduce environmental impacts in their production and distribution systems whenever fiscally practicable.

To assist the county in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB939), Contractor must be able to annually report the County's environmentally preferable purchases using **Attachment Q.** Service providers are asked to report on environmentally preferable goods and materials used in the provision of their services to the County.

21. Americans with Disabilities Act

Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (ADA). The ADA can be accessed at http://www.usdoj.gov/crt/ada/adahom1.htm.

22. Public Accessibility

Contractor shall ensure that services provided are accessible by public transportation.

23. Notification Regarding Performance

In the event of a problem or potential problem that will impact the quality or quantity of work or the level of performance under this Contract, notification will be made within one working day, in writing and by telephone to the County.

24. Termination for Convenience

The County for its convenience may terminate the Contract in whole or in part upon thirty (30) calendar day's written notice. If such termination is effected, an equitable adjustment in the price provided for in the Contract shall be made. Such adjustment shall provide for payment to the Contractor(s) for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice the Contractor(s) shall promptly discontinue services unless the notice directs otherwise. The Contractor(s) shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs, financial records and reports.

25. Venue

The venue of any action or claim brought by any party to the Contract will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning the Contract is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.

26. Legality and Severability

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

27. Inaccuracies or Misrepresentations

If in the course of the RFP process or in the administration of a resulting contract, the County determines that the Proposer has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, the Proposer may be terminated from the RFP process or in the event a contract has been awarded, the contract may be immediately terminated.

In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

28. Electronic Fund Transfer Program

Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.

29. Cultural Competency

The State Department of Mental Health (DMH) mandates counties to develop and implement a Cultural Competency Plan. This applies to all DBH Services. Policies and procedures and all services must be culturally and linguistically appropriate. Contract agencies will be included in the implementation process of the most recent state approved cultural competency plan for the County of San Bernardino and shall adhere to all cultural competency standards and requirements.

Cultural and Linguistic Competency. Cultural competence is defined as a set of congruent practice behaviors, attitudes, and policies that come together in a system, agency, or among consumer providers and professionals that enable that system, agency, or those professional and consumer providers to work effectively in cross-cultural situations.

a. The Contractor shall be required to assess the demographic make-up and population trends of its service area to identify the cultural and linguistic needs of the eligible beneficiary population. Such studies are critical to designing and planning for providing appropriate and effective behavioral health and substance abuse services.

b. The DBH recognizes that cultural competence is a goal toward which professionals, agencies, and systems should strive. Becoming culturally competent is a developmental process and incorporates at all levels the importance of culture, the assessment of cross-cultural relations, vigilance towards the dynamics that result from cultural differences, the expansion of cultural knowledge, and the adaptation of services to meet culturally-unique needs. Providing medically necessary specialty behavioral health and substance abuse services in a culturally competent manner is fundamental in any effort to ensure success of high quality and cost-effective behavioral health and substance abuse services. Offering those services in a manner that fails to achieve its intended result due to cultural and linguistic barriers is not cost-effective.

c. To assist the Contractor's efforts towards cultural and linguistic competency, the DBH shall provide the following:

   i. Technical assistance to the Contractor regarding cultural competency implementation.

   ii. Demographic information to the Contractor on service area for services planning.

   iii. Cultural competency training for DBH and Contractor personnel. Contractor staff is encouraged to attend at least one cultural competency training per year.

   iv. Interpreter training for DBH and Contractor personnel.

   v. Technical assistance for the Contractor in translating behavioral health and substance abuse services information to the DBH's threshold languages. (Spanish and Vietnamese).

30. Taxes

County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Contractor or any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.

31. Release of Information

No news releases, advertisements, public announcements or photographs arising out of this Contract or Contractor's relationship with County may be made or used without prior written approval of the County.

B. Indemnification and Insurance Requirements

1. Indemnification – The Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The Contractor's indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

Additional Named Insured

All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

Waiver of Subrogation Rights

The Contractor shall require the carriers of the above-required coverage's to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, Vendors, and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.

Policies Primary and Non-Contributory

All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

Severability of Interests

The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that

preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.

Proof of Coverage

The Contractor shall furnish certificates of insurance to the County Department administering the Contract evidencing the insurance coverage, including endorsements as required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department(s) and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this Contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and all endorsements immediately upon request.

Acceptability of Insurance Carrier

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A-VII".

Deductibles and Self-Insured Retention

Any and all deductibles or self-insured retentions in excess of $10,000 shall be declared to and approved by Risk Management.

Failure to Procure Coverage

In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor(s)/Applicant(s) will be reduced to pay for County purchased insurance.

Insurance Review

Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interest of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims again the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

2. Insurance Specifications

The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the contract services. Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

Workers' Compensation/Employers Liability

A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with $250,000 limits, covering all persons providing services on behalf of the Contractor and all risks to such persons under this Contract.

If Contractor has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

Commercial/General Liability Insurance

The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars ($1,000,000), per occurrence. The policy coverage shall include:

a. Premises operations and mobile equipment.
b. Products and completed operations.
c. Broad form property damage (including completed operations)
d. Explosion, collapse and underground hazards.
e. Personal Injury
f. Contractual liability
g. $2,000,000 general aggregate limit

Automobile Liability Insurance

Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars ($1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars ($2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

Umbrella Liability Insurance

An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

3. Professional Services Requirements

Professional Liability – Professional Liability Insurance with limits of not less than one million ($1,000,000) per claim or occurrence and two million ($2,000,000) aggregate limits

or

Errors and Omissions Liability Insurance with limits of not less than one million ($1,000,000) and two million ($2,000,000) aggregate limits.

or

Directors and Officers Insurance coverage with limits of not less than one million ($1,000,000) shall be required for contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of the County.

If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or "tail" coverage provided for a minimum of five (5) years after contract completion.

C. Right to Monitor and Audit

1. Right to Monitor

County or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Auditor General, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, financial records, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract. Full cooperation shall be given by Contractor in any auditing or monitoring conducted.

Contractor shall cooperate with County in the implementation, monitoring and evaluation of this agreement and comply with any and all reporting requirements established by County.

2. Availability of Records

Contractor shall maintain all records and management books pertaining to local service delivery and demonstrate accountability for contract performance and maintain all fiscal, statistical, and management books and records pertaining to the program.

Records, should include, but are not limited to, monthly summary sheets, sign-in sheets, and other primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must also comply with the appropriate Office of Management and Budget (OMB) Circulars which state the administrative requirements, cost principles and other standards for accountancy and shall be retained for at least seven (7) years from the date of final payment or final settlement, or until audit findings are resolved, whichever is longer.

All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding of payments for billings submitted and for termination of a Contract.

The Contractor shall maintain client and community service records in compliance with all regulations set forth by the State Department of Mental Health (DMH) and provide access to clinical records by DBH staff.

Contractor(s) shall agree to maintain and retain all appropriate service and financial records for a period of at least seven (7) years, or until audit findings are resolved, which ever is later.

3. Assistance by Contractor

Contractor shall provide all reasonable facilities and assistance for the safety and convenience of County's representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of the Contractor.

4. Single Audit Provisions

Pursuant to OMB Circular A-133, Contractors expending the threshold amount, or more, in Federal funds in a year through a contract with County must have a single or program-specific audit performed which shall comply with the following requirements:

a. The audit shall be performed by a licensed Certified Public Accountant (CPA) in accordance with OMB Circular A-133 (latest revision) Audits of States, Local Governments, and Non-Profit Organizations.

b. The audit shall be conducted in accordance with generally accepted auditing standards and Government Auditing Standards, latest revision, issued by the Comptroller General of the United States.

c. A copy of the audit performed in accordance with OMB Circular A-133 shall be submitted to the County within thirty (30) days of completion, but no later than nine (9) months following the end of the Contractor's fiscal year.

d. The cost of the audit made in accordance with the provisions of OMB Circular A-133 can be charged to applicable Federal funds. Where apportionment of the audit is necessary, such apportionment shall be made in accordance with generally accepted accounting principles, but shall not exceed the proportionate amount that the Federal funds represent of the Contractor's total revenue.

e. The work papers and the audit reports shall be retained for a minimum of seven (7) years from the date of the audit reports, and longer if the independent auditor is notified in writing by the County to extend the retention period.

f. Audit work papers shall be made available upon request to the County, and copies shall be made as reasonable and necessary.

The Contractor is responsible for follow-up and corrective action of any material audit findings in the single or program-specific audit report, as directed by the County in coordination with the State.

VI. EQUAL EMPLOYMENT OPPORTUNITY/CIVIL RIGHTS

A. Equal Employment Opportunity Program

Proposer agrees to comply with the provisions of the Equal Employment Opportunity Program of the County of San Bernardino and rules and regulations adopted pursuant thereto: Executive Order 11246, as amended by Executive Order 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964 (and Division 21 of the California Department of Social Services Manual of Policies and Procedures and California Welfare and Institutions Code, Section 10000), the California Fair Employment and Housing Act, and other applicable Federal, State, and County laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.

The Proposer shall not unlawfully discriminate against any employee, applicant for employment, or service recipient on the basis of race, color, national origin or ancestry, religion, sex, marital status, age, political affiliation or disability. Information on the above rules and regulations may be obtained from DBH Contracts Unit.

B. Civil Rights Compliance

The Proposer shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by State regulation. Consistent with the requirements of applicable federal or state law, the Proposer shall not engage in any unlawful discriminatory practices in the admission of beneficiaries, assignments of accommodations, treatment, and evaluation, employment of personnel or in any other respect on the basis of race, color, gender, religion, marital status, national origin, age, sexual preference or mental or physical disabilities. The Proposer shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified individuals with disabilities in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of Health and Human Services, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977. The Proposer shall include the nondiscrimination and compliance provisions of this contract in all subcontracts to perform work under this contract. Notwithstanding other provisions of this section, the Proposer may require a determination of medical necessity pursuant to Title 9, CCR, Section 1820.205 Section 1830.205 or Section 1830.210, prior to providing covered services to a beneficiary.

VII. EMPLOYMENT OF FORMER COUNTY OFFICIALS

The Proposer shall provide information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent your business. The information provided must

include a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of your business. For purposes of this section, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

Failure to provide this information may result in the response to the request for proposal being deemed non-responsive.

VIII. IMPROPER CONSIDERATION

The Proposer shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this RFP.

The County, by written notice, may immediately reject any proposal or terminate any Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process or any solicitation for consideration was not reported. This prohibition shall apply to any amendment, extension or evaluation process once a Contract has been awarded.

Proposer shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Proposer. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

IX. DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS

The County reserves the right to request the information described herein from the Proposer selected for contract award. Failure to provide the information may result in a disqualification from the selection process and no award of contract to the Proposer. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative agency. The selected Proposer also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of contract.

The selected Proposer may be asked to disclose whether the agency or any of its partners, principals, members, associates or key employees (as that term is defined herein) has been indicted or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the agency's business, or whether the agency, or any of its partners, principals, members, associates or key employees, has been indicted or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Proposer will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the selected Proposer may be asked to disclose whether the agency or any of its partners, principals, members, associates or key employees has been the subject of legal proceedings as defined herein arising directly from the provision of services by the agency or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the agency or the individuals. If the response is affirmative, the Proposer will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For the purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the agency's offices or locations.

X. CALIFORNIA PUBLIC RECORDS ACT

All information submitted in the proposal or in response to request for additional information is subject to disclosure under the provisions of the California Public Records Act, Government Code Section 6250 and following. Proposals may contain financial or other data which constitutes a trade secret. To protect such data from disclosure, Proposer should specifically identify the pages that contain confidential information by properly marking the applicable pages and inserting the following notice on the front of its response:

NOTICE

> The data on pages_____ of this Proposal response, identified by an asterisk (*) or marked along the margin with a vertical line, contains information which are trade secrets. We request that such data be used only for the evaluation of our response, but understand that disclosure will be limited to the extent that the County of San Bernardino determines is proper under Federal, State, and local law.

The proprietary or confidential data shall be readily separable from the Proposal in order to facilitate eventual public inspection of the non-confidential portion of the Proposal.

The County assumes no responsibility for disclosure or use of unmarked data for any purpose. In the event disclosure of properly marked data is requested, the Proposer will be advised of the request and may expeditiously submit to the County a detailed statement indicating the reasons it has for believing that the information is exempt from disclosure under Federal, State and local law. This statement will be used by the County in making its determination as to whether or not disclosure is proper under Federal, State and local law. The County will exercise care in applying this confidentiality standard but will not be held liable for any damage or injury which may result from any disclosure that may occur.

XI. SUBCONTRACTOR STATUS

A. If the Primary Agency (defined as the agency submitting the proposal) intends to subcontract any part of the services for which it is "proposing" to a separate and independent agency or agencies, it **must** submit a written Memorandum of Understanding (MOU) with that agency or agencies with **original signatures** to DBH as part of the proposal. The MOU must clearly define the following:

1. The name of the subcontracting agency.
2. The amount (units, minutes, etc.) and types of services to be rendered under the MOU.
3. The amount of funding to be paid to the agency.

4. The agency's role and responsibilities.

5. A detailed description of the methods by which the Primary Agency will insure that all subcontracting agencies meet the monitoring requirements associated with funding regulations.

6. A budget sheet outlining how the subcontracting agency will spend the allocation.

B. Any subcontracting agency must be approved by DBH and shall be subject to all applicable provisions of any agreement "awarded" to the Primary Agency as a result of the RFP process. The Primary Agency will be fully responsible for any performance of a subcontracting agency.

C. DBH will not reimburse contractor or subcontractor for any expenses due to services rendered by a subcontractor **NOT** approved by DBH.

XII. PROPOSAL SUBMISSION

A. General

1. All interested and qualified Proposers are invited to submit a proposal for consideration. Submission of a proposal indicates that the Proposer has read and understands this entire RFP, to include all appendices, attachments, exhibits, schedules, and addenda (as applicable) and agrees that all requirements of this RFP have been satisfied.

2. Proposals must be submitted in the format described in this Section. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

3. Proposals must be complete in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.

4. **Proposals must be received no later than the date and time at the designated location as specified in Section I, Paragraph H - Proposal Submission Deadline.**

5. All proposals and materials submitted become the property of the County.

B. Proposal Presentation

1. **One original, with original signatures,** which may be bound, and **six (6) additional** unbound copies of the written proposal are required. (For a total of seven (7) proposals.) The **original proposal** must be clearly marked **"Original Proposal"**. If one copy of the proposal is not clearly marked **"Original Proposal"**, the proposal may be rejected. However, the County may at its sole option select, immediately after proposal opening, one copy to be used as the **original proposal**. If discrepancies are found between two or more copies of the proposal, the proposal may be rejected. However, if not rejected, the **original proposal** will provide the basis for resolving such discrepancies.

2. The package containing the original and copies must be sealed and marked with the Proposer's name and **"CONFIDENTIAL – RFP DBH 10-84.**

3. All proposals must be submitted on 8 1/2" by 11" recycled paper with double sided printing, unless specifically shown to be impracticable, with no less than 1/2" top, bottom, left and right margins. Proposals must be typed or prepared with word processing equipment and double-spaced. Type face must be no more than 12 characters per inch. Each page, including attachments and exhibits, must be clearly and consecutively numbered at the bottom center of the page.

C. Proposal Format

Response to this Request for Proposal must be in the form of a proposal package. **An original proposal with original signatures**, which may be bound, must be clearly marked **"Original Proposal"**. In addition, DBH requires (6) unbound copies of the proposal. There should be a total of seven (7) copies submitted or the proposal may be rejected. The content of the proposal must be submitted in the following sequence and format:

1. Cover Page	Submit a letter, on letterhead stationery, signed by a duly authorized officer, employee, or agent of the organization/agency submitting the proposal that includes the following information: Submit three statements: ☐ a. A statement that the proposal is submitted in response to the Request for Proposal, RFP DBH 10-84. ☐ b. A statement indicating which individuals, by name, title, address, and phone number, are authorized to negotiate with the County on behalf of the organization or agency. ☐ c. A statement certifying that the undersigned, under penalty of perjury, is an agent authorized to submit proposals on behalf of the organization/agency.
2. Proposal Submission Check List	☐ Complete and include **Attachment A** to ensure that all requested items have been included.
3. Table of Contents	☐ Complete a table of contents for the entire proposal with respective page numbers opposite each topic. See **Attachment B.**
4. Statements of Certification and Reportable Conditions	☐ Complete and include **Attachment C** – Statements of Certification in this section of the proposal; also attach a concise statement of the services proposed. ☐ Complete and include **Attachment D** – Reportable Conditions in this section of the proposal. ☐ If necessary, complete and include **Attachment E**– Exceptions to RFP/Disclosures.
5. Proposal/Narrative Description	Proposal should address, but is not limited to addressing, all items in **Section IV, Paragraph C** - Program Description and the following items: ☐ a. A brief synopsis of the Proposer's understanding of the County's needs and how the Proposer plans to meet these needs. This should provide a broad understanding of the Proposer's entire proposal.

☐ b. A narrative description of the proposed plan to achieve the program objective and requirements addressing the following elements:

☐ 1) Describe program services and strategies to be employed to ensure stability and continuity of care for clients, and the Agency's ability to be flexible in meeting changing needs and the broad population within the community. Include references to the Statewide Nine-Point Plan as appropriate and include a description of children/youth likely to be impacted by strategies. (See Section IV. Program Requirements, Paragraph B – Background).

☐ 2) Assess and explain the demographic make-up and population trends of the designated service area to identify cultural and linguistic needs of the target population. Include estimated percentage of TAY to be served and percentage of direct TBS to be provided under the proposed contract (See Section IV., Program Requirements, Paragraph C – Program Description, for requirements).

☐ 3) Describe Proposer's willingness to travel outside of San Bernardino County to service San Bernardino County beneficiaries placed in neighboring areas.

☐ 4) Outline the service approach in terms of general treatment intensity (if applicable), frequency, and array of service and expected length of service. Include description of approach in applying TBS within the Proposer's coordinated mental health service plan and working with family/caregiver/support system to ensure stability and continuity of care when TBS is discontinued. Description of services provided should include averages for the following: length of TBS episode, length of individual TBS activity (i.e., minutes), number of TBS activities per episode, and total number of minutes provided per beneficiary.

☐ 5) Describe the process of decreasing the intensity of services, initiating the transition plan and terminating services when TBS has been effective in achieving desired outcomes, including transition to a lower level of care.

☐ 6) Describe the Agency's approach when faced with a client's lack of progress toward specified goals and time frames in the TBS service plan. Provide some examples of the outcomes expected, at the individual beneficiary level and holistically.

☐ 7) Explain the plan for clients who must be transitioned into adult behavioral health treatment and case management system when no longer eligible for TBS.

☐ 8) Describe the system/protocol that will be maintained to address emergency situations with TBS Coaching or Collateral services 24 hours a day, seven days a week, to meet the needs of the child/youth/support person(s). System/protocol should include a plan for providing psychiatric services and/or medications support services when required.

☐ 9) Describe staffing for the program, including basic level of responsibilities, duties, supervisory structure, level of authority and experience of staff members, and licensure. Indicate staff-to-client ratio and plan for responding to client linguistic needs. Explain how "non-professional" staff, as compared to professional staff, will be utilized in the provision of informal support (See "Note" on p. 15 regarding professional/non-professional staff).

☐ 10) Describe how the Agency will utilize formal and informal supports provided by professionals and non-professionals in the provision of services.

☐ 11) State the address of the facility and explain why it is appropriate for this contract (in targeted Geographic Service Area; near mass transit; user friendly; facility layout; etc.).

☐ 12) Describe the Agency's capacity and experience.

☐ 13) Describe how the Agency will respond to the training requirements. Provide an overview of staff training plan, including planned cultural competency trainings and provisions for staff that will need to complete a TBS training program (i.e., TBS Coaches).

☐ 14) Explain how the agency will meet any special program or funding (this may include outside funding sources, such as other grants, etc.).

☐ 15) Describe how the agency will engage in outreach and collaboration with agencies and organizations throughout the community in order to increase access and utilization of TBS, including emphasis on TAY, Please describe current and/or future - outside agency - collaborative partnerships.

☐ 16) Estimate the number of unique or unduplicated clients expected to be served and how that number will be generated and/or affected (i.e. community outreach, etc.).

☐ 17) Discuss Agency's methods for achieving goals cost effectively and estimate the anticipated cost per client.

☐ c. Describe your Agency's state of readiness to enroll participants, which shall include.

☐ 1) A detailed Implementation Plan, including obtaining Medi-Cal certification, estimated clients to be served, estimated length of an episode, frequency of Coach services, planned outreach activities and collaboration with outside agencies and community organizations. **Include the date the program will be ready and fully functional.**

☐ 2) Your timeline for participant enrollment and hiring staff during the first program year.

☐ 3) Explanation of any assumptions and/or constraints.

6. Statements of Experience

Include the following in this section of the proposal:

☐ a. Business name of the Proposer and legal entity such as corporation, partnership, etc.

☐ b. Number of years the Proposer has been in business under the present business name, as well as related prior business names.

☐ c. A statement that the prospective Proposer has a demonstrated capacity to perform the required services.

☐ d. List any applicable licenses or permits presently held and indicate ability to obtain any additional licenses or permits that may be required.

☐ e. A statement that the Proposer has an organization that is adequately staffed and trained to perform the required services or demonstrate the capability for recruiting such staff.

☐ f. Experience of principal individuals of the prospective Proposer's present organization in the areas of financial and management responsibility, including names of principal individuals, current position or office and their years of service experience, including capacity, magnitude and type of work.

☐ g. With respect to contracts completed during the last five years which involve similar type projects, for each contract show:

- ☐ 1) Date of completion and duration of each contract.
- ☐ 2) Type of service.
- ☐ 3) Total dollar amount contracted for and amount received.
- ☐ 4) Location of area served.
- ☐ 5) Name and address of agency with which contracted and agency person administering the contract.
- ☐ **6) If none, so state.**

☐ h. If any contract was terminated prior to the original termination date during the last five years, for each contract show:

- ☐ 1) Date of termination and duration of each contract.
- ☐ 2) Type of service.
- ☐ 3) Total dollar amount contracted for and amount received.
- ☐ 4) Location of area served.
- ☐ 5) Name and address of agency with which contracted and agency person administering the contract.

☐ 6) Reason for termination.

☐ **7) If none, so state.**

☐ i. With respect to contracts currently in effect, for each contract show:

☐ 1) Contract start date and date due for completion.

☐ 2) Type of service.

☐ 3) Total contract amount.

☐ 4) Location of area served.

☐ 5) Name and address of agency with which the organization is currently contracting and agency person administering the contract.

☐ **6) If none, so state.**

☐ j. Controlling interest in any other agencies providing equivalent or similar services. **If none, so state.**

☐ k. Financial interest in other lines of business. **If none, so state.**

☐ l. Pending litigation involving the Proposer or any officers, employees, and/or consultants thereof, in connection with contracts. **If none, so state.**

☐ m. Convictions or adverse court rulings involving fraud and/or related acts of all officers, consultants, and employees. **If none, so state.**

☐ n. A statement that the Proposer does not have any commitments or potential commitments which may impact on the Proposer's assets, lines of credit, guarantor letters, or ability to perform the Contract.

☐ o. A statement by the Proposer certifying that neither it nor its principles is presently disbarred, suspended, proposed for disbarment, declared ineligible or voluntarily excluded from participation in transactions with federal departments or agencies.

7. Subcontractor Information

If a Proposer plans to subcontract any portion of the service delivery described in the RFP, include a written justification for subcontracting.

☐ a. Complete and include **Attachment F**

☐ b. Attach the MOU with original signatures that includes:

☐ 1) The amount (units, minutes, etc.) and types of services to be rendered under this MOU.

☐ 2) The amount of funding to be paid to the agency.

☐ 3) A detailed description of the methods by which the Primary Agency will insure that all subcontracting agencies meet the monitoring requirements associated with funding regulations.

	☐ 4) A budget sheet outlining how the subcontracting agency will spend the allocation. ☐ c. Any subcontracting agency must be approved by DBH and shall be subject to all applicable provisions of any agreement "awarded" to the Primary Agency as a result of the RFP process. The Primary Agency will be fully responsible for any performance of a subcontracting agency. **NOTE:** DBH will not reimburse contractor or subcontractor for any expenses due to services rendered by a subcontractor **NOT** approved by DBH.
8. Audited financial statements	Such statements shall be the most recent and complete audited financial statement available and shall be for a fiscal period not more than eighteen (18) months old at time of submission. See **Attachment G.** ☐ 1) a. In accordance with CDSS MPP Section 23-610(L), submit the three most recent and complete annual audited financial statements; the most recent must be completed within the past 18 months. **-OR-** ☐ 1) b. If the business has been in existence for less than three years, provide the most recent statements. These statements shall be audited by an independent, certified public accountant. **NOTE:** ☐ If you do not have audited financial statements please submit unaudited financial statements for the three most current years. *(Including balance sheet, income statement, and statement of cash flow).* ☐ 2) In accordance with CDSS MPP Section 23-610(m), submit an unaudited financial statement to cover the period from the last audited statement to present, ending no more than 120 days prior to the date of submission of this proposal.
9. Insurance	☐ Submit evidence of ability to obtain insurance in the amounts and coverages stated in **Section V, Paragraph B** - Indemnification and Insurance Requirements. See **Attachment H.**
10. Local Preference Policy Form	☐ Complete and include **Attachment I** in your response to this RFP.
11. Complaint and Grievance Procedures	☐ A statement that the Proposer will ensure that any complaints made by service recipients will be referred to the County in accordance with the County procedure as defined in **Attachment J.**
12. Program Budget	☐ Submit complete Budget Proposal (Schedule A's and B's) for **each** program, for **each** fiscal year and for **each** site (if applicable) for cost analysis purposes (See **Attachment K** – Sample and **Attachment L** –

Cover Page). Electronic version will be e-mailed to each agency upon verification of mandatory proposal conference attendance or upon request, as appropriate.

☐ Proposer should utilize OMB-122 for non-profit organizations in preparing budget as well as other applicable regulatory guidelines.

XIII. PROPOSAL EVALUATION AND SELECTION

A. Evaluation Process

All proposals will be subject to a standard review process developed by County. A primary consideration shall be the effectiveness of the agency or organization in the delivery of comparable or related services based on demonstrated performance

B Evaluation Criteria

1. Initial Review - All proposals will be initially evaluated to determine if they meet the following minimum requirements:

   a. The proposal must be **complete as requested in Section XII – Proposal Submission, Paragraph - C Proposal Format**, include all required documents, and be in compliance with all the requirements of this RFP.

   b. Prospective Proposers must meet the requirements stated in the Minimum Proposer Requirements as outlined in **Section I, Paragraph C**.

   Failure to meet all of these requirements may result in a rejected proposal. Incomplete proposals (those missing required documents) will be disqualified. No proposal shall be rejected, however, if it contains a minor irregularity, defect or variation if the irregularity, defect or variation is considered by the County to be immaterial or inconsequential. In such cases the Proposer will be notified of the deficiency in the proposal and given an opportunity to correct the irregularity, defect or variation or the County may elect to waive the deficiency and accept the proposal.

2. Evaluation - Proposals meeting the above requirements will also be evaluated on the basis of the following criteria, (not necessarily in order of priority):

   a. Cost.

   b. Demonstrated ability to serve target population.

   c. Proposed Program Services and Strategies.

   d. Demonstrated ability to serve the number of unduplicated clients indicated under **Section IV, Paragraph C-2**, *or* a proposed portion of the required number based on proposed service area and capacity.

   e. Readiness to provide services.

   f. Experience.

   g. Staffing levels and qualifications.

   h. Appropriateness of facility (in Geographic Service Option/area; near mass transit; facility layout; etc.).

i. Fiscal Stability.

j. Financial Statement Integrity

While cost is a major consideration in the evaluation process, selection will be based on determination of which proposal will best meet the needs of the County and the requirements of this RFP.

3. Proposal Scoring

The evaluation process for this procurement will be scored and weighted as follows:

a. Program Components Evaluation - 60% of Final Score

b. Financial Components Evaluation - 35% of Final Score

c. Local Preference Policy - 5% of Final Score

C. Protests

Proposers may protest the recommended award, provided the protest is in writing, contains the RFP number, is delivered to the address listed in **Section I, Paragraph F** of this RFP, and submitted within ten (10) calendar days of the date on the notification of denial of funding or intent to award.

A protest for DENIAL OF AWARD can only be brought on the following grounds:

1. Procedural irregularities: County fails to adhere to requirements specified in the RFP or any addenda or amendments.
2. Conflict of Interest Violation: There has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.
3. A violation of State or Federal law.

Protests will not be accepted on any other grounds. All protests will be handled by a panel designated by the Director of the Department of Behavioral Health.

The County will consider only those specific issues addressed in the written valid and accepted protest(s), which must include any documentation or information that supports the protest and the specific reasons and rationale for the protest. A written response will be directed to the protesting Proposer within fourteen (14) calendar days of receipt of the protest, advising of the decision with regard to the protest and the basis for the decision.

D. Final Authority

The final authority to award a Contract(s) rests solely with the County of San Bernardino Board of Supervisors.

The following statements are incorporated as part of the proposal in response to the County of San Bernardino:

PROPOSAL SUBMISSION CHECKLIST

Use this checklist to ensure that all items have been included. This form is to be completed and included in the proposal.

	Items Completed	Number of Pages
1.	Cover Page	
2.	Attachment A – Proposal Submission Checklist	
3.	Attachment B – Table of Contents	
4.	Attachment C – Statements of Certification	
5.	Attachment D – Reportable Conditions	
6.	Proposal/Narrative Description	
7.	Statements of Experience	
8.	Attachment E – Exceptions to RFP/Disclosures, if necessary	
9.	Attachment F – Subcontractor Information; with attached copy of MOU	
10.	Attachment G – Financial Capability (Audited Financial Statements)	
11.	Attachment H - Insurance Forms	
12.	Attachment I – Local Preference Policy	
13.	Attachment L – Budget Cover Page with appropriate budget submissions	

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STATEMENTS OF CERTIFICATION
RFP DBH 10-84

	Statement	Agree (Initial)	Disagree with requirement (initial and explain in E-Exceptions)
1.	Services will be provided as described in the Request for Proposals, beginning July 1, 2011 and continuing through June 30, 2014.		
2.	The offer made in the proposal is firm and binding for 180 days from the date the proposal is opened and recorded.		
3.	All declarations in the proposal and any attachments are true and shall constitute a warranty, the falsity of which shall entitle the County to pursue any remedy by law.		
4.	All aspects of the proposal, including cost, have been determined independently, without consultation with any other prospective Proposer or competitor for the purpose of restricting competition.		
5.	The proposer agrees that all aspects of the RFP and the proposal submitted shall be binding if the proposal is selected and a Contract is awarded.		
6.	Proposer will provide the County with any other information that the County determines is necessary for an accurate determination of the Proposer's ability to perform services as proposed.		
7.	If selected, the Proposer agrees to comply with all applicable rules, laws, and regulations.		
8.	Proposer agrees to the right of the County, State and federal governments to audit the Proposer's financial and other records.		
9.	If applicable and selected, the Proposer agrees to be Medi-Cal certified in accordance with the State Department of Mental Health Site Certification Protocol, Title 9 CCR and the San Bernardino County Department of Behavioral Health requirements. **(Attachment M)**		

_____ _____

Signature
(*Authorized Signer)*

Date

_____

Print Name

_____

Company/Agency

_____

_____

Address

REPORTABLE CONDITIONS
RFP DBH 10 - 84

	Statement	None to Disclose(Initial)	Disclosures (initial and explain in Attachment E- Exceptions/Disclosures)
1.	Former County Officials		
2.	Similar Contracts		
3.	Terminated Contracts		
4.	Current Contracts		
5.	Controlling Interest		
6.	Financial Interest		
7.	Pending Litigation		
8.	Convictions or adverse court rulings		

_____ _____

Signature
(*Authorized Signer)*

Date

_____

Print Name

_____

Company/Agency

_____

_____

Address

EXCEPTIONS AND DISCLOSURES TO RFP DBH 10–84

Proposer has reviewed the RFP and General Contract Terms in their entirety and has the following exceptions: (Please list your exceptions by indicating the section or paragraph number, and page number, as applicable. Be specific about your objections to content, language, or omissions. Add as many pages as required.)

DISCLOSURES

Proposer reports the following:

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Title: _____ Date: _____

SUBCONTRACTOR NAME (*name of agency, entity or organization*):	
Name And Title Of Proposer's Contact Person:	
Mailing Address:	
Telephone Number:	
Fax Number:	
Email Address:	
Federal Employer Identification Number:	
Number of years under current name:	
Justification for Subcontracting: (Work)	
Capacity to Perform the Required Services Statement:	

Subcontractor's Authorized Signature:

The undersigned hereby certifies that the information above is correct and agrees to serve as a subcontractor on and perform all work as indicated above and will comply with all items as indicated in Section IV of _____, **RFP DBH 10-84.**
I have attached an MOU with original signatures to this sheet for DBH review.

Signature: _____ Date: _____

Print Name: _____ Title: _____

PROPOSER'S FINANCIAL CAPABILITY

Use this page as a cover sheet for financial documents.

Per Section XII, Sub Section C, Item #8 of this RFP:

Proposer must provide the Company's three most recent and complete annual audited financial statements; the most recent must be completed within the past 18 months.

If business has been in existence less than three years, and audited financial statements are not available, you must provide most recent financial statements that have been audited by an independent, certified public accountant.

If you do not have audited financial statements please submit unaudited financial statements for the three most current years

You must also provide an unaudited financial statement to cover the period from the last audited statement to present, ending no more than 120 days prior to the date of submission of this proposal.

Submit a signed statement/agreement on a separate sheet, to the right of the County, State and federal governments to audit the proposer's financial and other records.

INSURANCE

Use this page as a cover sheet when submitting insurance documents.

Submit evidence of ability to insure as stated in Section V, Sub section B - Indemnification and Insurance Requirements.

County of San Bernardino
Department of Behavioral Health
Local Preference Policy Form

Please check all that apply:

1.	Main or regional Office located within County boundaries.	☐
2.	Issued a business license, if required, and has been established and open for six months prior to release of solicitation.	☐
3.	Has a minimum of 25% full-time management employed and 25% of its full-time regular employees working from County locations.	☐
4.	The statements above do not apply to our agency.	☐

Signature
(Authorized Signer)

Date

Print Name

Company/Agency

Address

San Bernardino County Mental Health Plan (MHP) Grievance Procedure

BENEFICIARY COMPLAINTS, APPEALS AND/OR GRIEVANCES

Title 9 of the California Code of Regulations requires that the Mental Health Plan (MHP) and its fee-for-service providers provide verbal and written information to Medi-Cal beneficiaries regarding the following:

- How to access specialty mental health services
- How to file a grievance about services
- How to file an appeal
- How to file for a State Fair Hearing

The MHP has developed a *Guide to Medi-Cal Mental Health Services*, a Grievance Process poster, a Grievance Form, an Appeal Form, and Request for Change of Provider Form. All of these beneficiary materials must be posted in prominent locations where Medi-Cal beneficiaries receive outpatient specialty mental health services, including the waiting rooms of providers' offices of service.

Please note that all fee-for-service providers and contract agencies are required to give their beneficiaries copies of all current beneficiary information at intake and annually at the time their treatment plans are updated.

Provided below is additional information about the grievance process.

GRIEVANCES BY BENEFICIARIES (Verbal and/or Written)

A grievance is an expression of dissatisfaction about any matter other than an action. Beneficiaries are encouraged to discuss issues and concerns regarding their mental health services directly with their provider(s). A grievance can be a verbal or a written statement of the beneficiary's concerns or problems. The beneficiary has the right to use the grievance process at any time.

Grievances, including those made by families, legal guardians, or conservators of beneficiaries, may be directed to the provider, the Access Unit and/or a completed Grievance Form may be sent to the DBH Access Unit or Patient's Rights Office. Grievance forms and pre-addressed envelopes to the Access Unit must be available at all providers' offices in locations where the beneficiary may obtain them without making a verbal request. If beneficiaries have questions regarding the grievance process, they may contact their providers, the Access Unit, or the Office of Patients' Rights. The Access Unit records the grievance in a log within one (1) working day of the date of the receipt of the grievance. The Access Unit sends an acknowledgement letter and resolution letter to the beneficiary as hereafter described. The Access Unit or MHP designee has sixty (60) calendar days to ensure a grievance is resolved. Fourteen (14) day extensions are allowed if the beneficiary requests or the MHP determines it is in the best interest of the beneficiary. Grievances are tracked by the Access Unit and sent to Quality Management after resolution.

APPEALS BY BENEFICIARIES (Verbal and/or Written)

Appeals may be filed when the beneficiary is dissatisfied after receipt of a Notice of Action, which:

1. **Denies or limits authorization of a requested service, including the type or level of service**
2. **Reduces, suspends, or terminates a previously authorized service**
3. **Denies, in whole or in part, payment for a service**
4. **Fails to provide services in a timely manner, as determined by the MHP**

5. **Fails to act within the timeframes for disposition of standard grievances, the resolution of standard appeals, or the resolution of expedited appeals, as hereafter described**

APPEAL PROCESS

1. A beneficiary may verbally appeal to the Access Unit or complete an Appeal Form, which is to be forwarded to the Access Unit. If verbal, it must be followed up in writing within forty-five (45) days. The Access Unit sends an acknowledgement letter when an appeal is received. The verbal appeal establishes the earliest filing date.
2. The Access Unit records the appeal in a log within one (1) working day of the date the appeal is received and sends an acknowledgment letter of receipt to the beneficiary. The Access Unit maintains and tracks the appeals.
3. A written decision is to be issued by the Access Unit within forty-five (45) calendar days from the date of receipt of the form, and mailed to the beneficiary. Fourteen (14) calendar day extensions are allowed if the beneficiary requests or the MHP thinks it is in the best interest of the beneficiary. The Access Unit sends an acknowledgement letter and resolution letter to the beneficiary.
4. Expedited Appeals can be requested if the time for the standard resolution could seriously jeopardize the beneficiary's life, health or ability to function. The parties will be notified of the MPH decision no later than three (3) working days after the MHP has received the appeal.

REQUEST FOR A STATE FAIR HEARING

In addition, beneficiaries who have received a Notice of Action (NOA) and have completed the grievance and appeals process may request a State Fair Hearing. The beneficiary has ninety (90) days in which to request the hearing. The beneficiary may also be eligible to continue receiving services pending the outcome of the hearing, if the request is made within ten (10) days of receipt of the (NOA).

The Access Unit tries to ensure problems are resolved before the State Fair Hearing, but if necessary writes a position paper which is sent to the Medi-Cal Field Office with a copy sent to the beneficiary two (2) days before the hearing.

The "Fair Hearing Tracking Log" is maintained by the Access Unit to monitor the progress and resolution of each request for a Fair Hearing.

The Access Unit is responsible for coordination with the State Department of Social Service, State Department of Mental Health, providers and Consumers regarding the Fair Hearing process. The Access Unit also oversees compliance with the decision of the hearing.

The Access Unit sends a MHP representative to the hearing with the Administrative Law Judge, and/or the beneficiary, and/or authorized representative.

Hearings are requested through calling or writing to:

State Hearing Division California Department of Social Services

PO Box 944243

Sacramento, CA 94244-2430

Telephone: (800) 952-5253

TDD: (800) 952- 8349

ADDITIONAL POINTS

At any time during the grievance, appeal, or State Fair Hearing processes, the beneficiary may authorize a person to act on his or her behalf, to use the grievance/ resolution process on his or her behalf, or to assist him or her with the process.

Filing a grievance will not restrict or compromise the beneficiary's access to mental health services.

At any time during the grievance process, the beneficiary may contact the Access Unit at (888) 743-1478 or the Patient's Rights' Office at (800) 440-2391 for assistance.

GRIEVANCES REGARDING PROVIDERS AND SERVICES

Grievances by beneficiaries about providers or mental health services may be made to the Access Unit or to the Patients' Rights Office. Grievances will be reviewed and investigated by the appropriate office within the Department of Behavioral Health, and the issues contained therein will be reviewed by Quality Management. Providers cited by the beneficiary or otherwise involved in the grievance process will be notified of the final disposition of that grievance.

Concerns of the Department of Behavioral Health regarding a provider's possible unprofessional, unethical, incompetent, or breach-of-contract behavior will be investigated by the Patients' Rights Office or other department, by appropriate state licensing authorities, or by Quality Management. In extreme cases, in which beneficiary safety is at risk, the Director may suspend the provider's credentialed status while an investigation is pending.

Providers will prominently display and make available printed materials, which announce and explain the grievance, appeal and State Fair Hearing processes without the beneficiary having to make a verbal or written request for these materials. The Department of Behavioral Health has the *Guide to Medi-Cal Mental Health Services* and poster in the two (2) County threshold languages. ***Any grievance initiated with a provider by a beneficiary should be immediately forwarded from the provider to the Access Unit.***

PROVIDER PROBLEM RESOLUTION AND APPEAL PROCESS

GRIEVANCES (verbal)

Provider grievances regarding the system-of-care structure and procedures may be directed verbally to the Access Unit, who may be able to resolve or explain the issue.

When a provider grievance concerns a denied or modified request for payment authorization, or the processing or payment of a provider's claim, the provider has a right to access the Provider Appeal Process at any time before, during, or after the Provider Problem Resolution Process has begun.

APPEALS (written)

In response to a denied or modified request for payment authorization, or a dispute concerning the processing or payment of a claim, a provider may make use of the written Provider Appeal Process. The written appeal must be sent to the Access Unit Supervisor within ninety (90) calendar days of the date of receipt of the non-approval of payment or within ninety (9)0 calendar days of the MHP's failure to act on a request.

The Program Manager or designee will communicate a response to the provider within sixty (60) calendar days of receipt of the appeal. It will include a statement of the reasons for the decision that addresses each issue raised by the provider and any action required by the provider to implement the decision. If applicable, the provider shall submit a revised request for MHP payment authorization within thirty (30) calendar days from receipt of the MHP's decision to approve the payment authorization request.

If the Program Manager or designee does not respond to the appeal within sixty (60) calendar days of receiving it, the appeal shall be considered denied.

Budget Proposal – Sample TBD

SCHEDULE A - Planning Estimates

Actual Cost (Reimbursement)

ALL VALUES PROVIDED IN SCHEDULES ARE EXAMPLES TO ASSIST IN COMPLETION OF SCHEDULE.

ALL HIGHLIGHTED AREAS AND TITLES REQUIRE INPUT BY PROVIDER

SAN BERNARDINO COUNTY
DEPARTMENT OF BEHAVIORAL HEALTH

TBS

FY 2011 - 2012
July 1, 2011 - June 30,2012

Contractor Name: ABC Company
Provider # ABC36
Contract/RFP# 10-xxx
Address: 1234 SOMEWHERE ST.
OVER HERE, CA 12345
Date Form Completed:
Date Form Revised:

Prepared by: John Doe
Title: Fiscal Agent

LINE #		MODE OF SERVICE / SERVICE FUNCTION		15-Outpatient Case Management (01-09)	15-Outpatient Mental Health Services (10-50)	15-Outpatient TBS (58)	15-Outpatient Crisis Intervention (70)			TOTAL
1	100%	Distribution %		3.00%	15.00%	80.00%	2.00%			
		EXPENSES								
2		SALARIES		5,435	27,176	144,940	3,624			181,175
3		BENEFITS		1,282	6,412	34,195	855			42,744
		(1+2 must equal total staffing costs)		6,718	33,588	179,135	4,478			223,919
4		OPERATING EXPENSES		1,956	9,778	52,147	1,304			65,184
5		TOTAL EXPENSES (1+2+3)		8,673	43,365	231,282	5,782			289,103
		AGENCY REVENUES								
6		PATIENT FEES								0
7		PATIENT INSURANCE								0
8		MEDI-CARE								0
9		GRANTS/OTHER								0
10		TOTAL AGENCY REVENUES (5+6+7+8)		0	0	0	0			0
11		CONTRACT AMOUNT (4-9)		8,673	43,365	231,282	5,782			289,103
	Mix %	**FUNDING**	Share %							
12	100.00%	MEDI-CAL (FFP)	61.59%	5,342	26,709	142,447	3,561			178,059
13	100.00%	EPSDT (State share applied to line 11)	26.89%	2,332	11,661	62,192	1,555			77,740
14	0.00%	HEALTHY FAMILIES MEDI-CAL	65.00%	0	0	0	0			0
18										0
17										0
15	0.00%	AB2726		0	0	0	0			0
16	0.00%	REALIGNMENT - NET COUNTY		0	0	0	0			0
19		REALIGNMENT - COUNTY MATCH		999	4,995	26,643	666			33,304
20		FUNDING TOTAL		8,673	43,365	231,282	5,782			289,103
21		NET COUNTY FUNDS (Local Cost) MUST = ZERO		0	0	0	0			0
22		STATE FUNDING (Including Realignment)		2,332	11,661	62,192	1,555			77,740
23		FEDERAL FUNDING		6,341	31,704	169,090	4,227			211,363
24		TOTAL FUNDING		8,673	43,365	231,282	5,782			289,103
25		SCHEDULE OF MAXIMUM ALLOWANCES		2.02	2.61	4.82	3.88			
26		TARGET COST PER UNIT OF SERVICE		1.91	2.49	2.61	3.69			
27		UNITS OF TIME (Minutes)		4,541	17,416	88,614	1,567			112,138

APPROVED:

PROVIDER AUTHORIZED SIGNATURE | DATE | FISCAL SERVICES | DATE | DBH PROGRAM MANAGER

SAN BERNARDINO COUNTY DEPARTMENT OF BEHAVIORAL HEALTH

Schedule A
Page 2 of 2

SCHEDULE "A" STAFFING DETAIL

FY 2011 - 2012

July 1, 2011 - June 30,2012 (12 months)

Staffing Detail - Personnel (Includes Personal Services Contracts for Professional Services)

CONTRACTOR NAME:

Name	Degree/ License	Position Title	Full Time Annual Salary*	Full Time Fringe Benefits*	Total Full Time Salaries & Benefits*	% Cost Allocated Contract Services	Total Salaries and Benefits Charged to Contract Services	Budgeted Hours of Contract Services	Total Salaries Charged to Contract Service	Total Benefits Charged to Contract Services
Jane Doe	PhD/MFt	Administrator	121,853	13,879	135,732	5%	6,787		6,093	694
John Smith	MFT	Program Manager	108,635	25,000	133,635	50%	66,818		54,318	12,500
New	MFT	Clincial Supervisor	86,953	20,500	107,453	50%	53,727		43,477	10,250
New	Intern	Behavioral Health Counselor	59,295	12,000	71,295	50%	35,648		29,648	6,000
New	Intern	Behavioral Health Counselor	59,295	12,000	71,295	40%	28,518		23,718	4,800
New		MediCal Biller	47,842	17,000	64,842	50%	32,421		23,921	8,500
New		Parent Partner	26,522	10,500	37,022	0%	0		0	0
					0		0		0	0
					0		0		0	0
					0		0		0	0
					0		0		0	0
					0		0		0	0
					0		0		0	0
					0		0		0	0
					0		0		0	0
					0		0		0	0
									181,175	42,744

TOTAL COST:	223,917

Detail of Fringe Benefits: Employer FICA/Medicare, Workers Compensation, Unemployment, Vacation Pay, Sick Pay, Pension and Health Benefits

* = Sub-Contracted Person listed on Schedule "A" Planning as operating expenses, not salaries & benefits.

THE FOLLOWING FIELDS REQUIRE INPUT: NAME, DEGREE/LICENSE, POSITION TITLE, FULL TIME ANNUAL SALARIES & BENEFITS, % COST ALLOCATED CONTRACT SERVICES, BUDGETED HOURS OF CONTRACT SERVICES

APPROVED:

PROVIDER AUTHORIZED SIGNATURE DATE | FISCAL SERVICES DATE | DBH PROGRAM MANAGER DATE

SAN BERNARDINO COUNTY
DEPARTMENT OF BEHAVIORAL HEALTH
SCHEDULE B

FY 2011 - 2012

Contractor Name: ABC Company
Provider # ABC36
Contract/RFP# 10-xxx
Address: 1234 SOMEWHERE ST.
OVER HERE, CA 12345
Date Form Completed: 0

Prepared by: John Doe
Title: Fiscal Agent

Operating Expenses - Please list all operating costs charged to this program, including administrative support costs and management fees along with a detail explanation of the categories below.

July 1, 2011 - June 30,2012

	ITEM	TOTAL COST TO ORGANIZATION	% CHARGED TO OTHER FUNDING SOURCE	TOTAL COST TO OTHER FUNDING SOURCE	PERCENT CHARGED TO PROGRAM	TOTAL COST TO PROGRAM
1	Materials/Supplies	$2,000	0%	$0	100%	$2,000
2	Food Expense	$0	0%	$0	100%	$0
3	Staff Development/Training	$2,000	0%	$0	100%	$2,000
4	Employee Mileage/Travel	$500	0%	$0	100%	$500
5	Printing	$500	0%	$0	100%	$500
6	Postage	$250	0%	$0	100%	$250
7	Subscriptions	$500	0%	$0	100%	$500
8	Office Supplies	$1,000	0%	$0	100%	$1,000
9	Computer & Computer Related	$10,175	0%	$0	100%	$10,175
10	Office Equipment	$3,535	0%	$0	100%	$3,535
11	Contracted Services	$0	0%	$0	100%	$0
12	Rent/Lease Building	$24,000	0%	$0	100%	$24,000
13	Bldg/Equipment/Maintenance	$3,470	0%	$0	100%	$3,470
14	Utilities	$1,890	0%	$0	100%	$1,890
15	Indirect	$15,364	0%	$0	100%	$15,364
SUBTOTAL B:		$65,184		$0		$65,184
GROSS COSTS TOTAL STAFFING AND OPERATING EXPENSES:						$289,101

THE F
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APPROVED:

PROVIDER AUTHORIZED SIGNATURE DATE | FISCAL SERVICES DATE | DBH PROGRAM MANAGER DATE

SAN BERNARDINO COUNTY
DEPARTMENT OF BEHAVIORAL HEALTH
SCHEDULE B
BUDGET NARRATIVE
FY 2011 - 2012

Contractor Name: ABC Company
Provider # ABC36
Contract/RFP# 10-xxx
Address: 1234 SOMEWHERE ST.
OVER HERE, CA 12345
Date Form Completed: 0

Prepared by: John Doe
Title: Fiscal Agent

Budget Narrative for Operating Expenses. Explain each expense by line item. Provide an explanation for determination of all figures (rate, duration, quantity, Benefits, FTE's, etc.) for example explain how overhead or indirect cost were calculated.

July 1, 2011 - June 30,2012

ITEM	Justification of Cost
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	

APPROVED:

PROVIDER AUTHORIZED SIGNATURE	DATE	FISCAL SERVICES	DATE	DBH PROGRAM MANAGER	DATE

SAN BERNARDINO COUNTY
DEPARTMENT OF BEHAVIORAL HEALTH
SCHEDULE B
FY 2011 - 2012

Contractor Name:	
Provider #	
Contract/RFP#	
Address:	

ALL YELLOW HIGHLIGHTED AREAS REQUIRE INPUT BY PROVIDER

Date Form Completed:

MONTH	Estimated Units of Service (Minutes)	Planned Clinical FTE's	Required Productivity (based on 168 hours per month per FTE)	Projected Revenue Generated by Service Type				Estimated Number of Unduplicated Clients Served
				Case Management (01-09)	Mental Health Services (10-50)	TBS (58)	Crisis Intervention (70)	
Jul-10	10,000			$773	$3,867	$20,625	$516	0
Aug-10	10,000			$773	$3,867	$20,625	$516	10
Sep-10	10,000			$773	$3,867	$20,625	$516	10
Oct-10	10,000			$773	$3,867	$20,625	$516	10
Nov-10	10,000			$773	$3,867	$20,625	$516	10
Dec-10	10,000			$773	$3,867	$20,625	$516	10
Jan-11	7,500	2.50	30%	$580	$2,900	$15,469	$387	10
Feb-11	7,500	2.50	30%	$580	$2,900	$15,469	$387	10
Mar-11	7,500	2.50	30%	$580	$2,900	$15,469	$387	10
Apr-11	7,500	2.50	30%	$580	$2,900	$15,469	$387	10
May-11	7,500	2.50	30%	$580	$2,900	$15,469	$387	10
Jun-11	14,638	2.50	58%	$1,132	$5,661	$30,191	$755	10
TOTAL	112,138			$8,673	$43,365	$231,282	$5,782	110

This worksheet is provided to aid you in planning your services. It takes information from the Schedule A worksheet and information you provide about how you plan to distribute your projected service units across the twleve months of the year and your planned FTE's for Clinical Service Providers. It will then calculate the level of productivity at which your clinical staff must perform to achieve your service and revenue goals. You may adjust the productivity by
(1) increasing or decreasing your costs on the Staffing and/or Admin Costs Sheets,
(2) increasing or decreasing the number of FTE's of Clinical Service Providers, or
(3) increasing or decreasing or decreasing your projected Cost Per Unit of Serivce on Schedule A. Caution: You may not increase your Cost per Unit of Service above the rate set be the Schedule of Maximum Allowances in Schedule A, Line 25. It is not advised to develop your Schedule A based on the maximum possible per minute rate.

Directions:

1. Complete the Staffing, Admin Costs and Schedule A worksheets, On the Schedule A worksheet, be sure to enter Distribution % and the Target Cost Per Unit of Service.
2. Manually enter the number of services you expect to provide in each of the 12 months of the year. This total must equal the total on Schedule A, Line 27.
3. For each month of service, manually enter the number FTE's of Clinical Service Providers. The formulas in the worksheet assume that 1 FTE is equal to 168 hours.
4. Manually enter the Estimated Number of Unduplicated Clients Served for each month of service. This column is just of referrence and does not affect other calculations.
5. Review the columns labeled "Estimated Clinical FTE's" and "Projected Revenue Generated by Service Type" to ensure that the projected costs and staffing patterns will enable your to meet your revenue generating requirements.

BUDGETS

Use this page as a cover sheet when submitting budgets.

Submit complete Budgets (Schedule A's and B's) for **each** program, for **each** fiscal year and for **each** site (if applicable) for cost analysis purposes (See Attachment K- Sample). Electronic version will be e-mailed to each agency upon verification of mandatory proposal conference attendance or upon request, as appropriate.

Failure to submit the Budget sheets as requested WILL result in the elimination of the entire submitted proposal; it will not move forward in the evaluation process.

ATTACHMENT M

DBH Contract Provider Medi-Cal Certification Process

Regional Program Manager
is the initial contact w/Provider

Regional Program Manager reviews
New Provider Certification packet for completeness

Regional Program Manager's Responsibilities

Regional Program Manager (RPM)
1. Receives request for certification
2. Reviews contract
3. Determine certification eligibility
4. Presents New Provider Certification Packet to Provider
4. Receives Provider Packet from Provider

Regional Program Manager responsibility is to ensure that the Provider Certification Packet is complete.

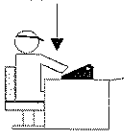
New Provider Certification Packet includes:
- Approval Letter
- Form Letter of Intent
- SD/MC Provider Cert. Application
- SD/MC Provider Agreement
- MediCal Provider Data Form
- MediCal Provider Disclosure Statement
- Fire Notice/Clearance
- Mode of Service
- Request for Cost Center
- Reporting Unit Setup Forms

Denies

Regional Deputy Director reviews
New Provider Certification Packet

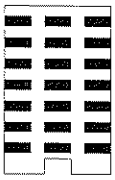
Approves

Fiscal Office assigns cost center number

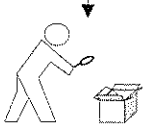


Fiscal Office notifies
Quality Management

State Provider Packet



State DMH



Quality Management
- Performs site inspection for certification verification.
- Prepares State M/C Transmittal (Routes to Fiscal)

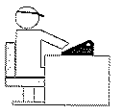
Fiscal Office responsibility to ensure State Provider Certification Packet is complete and maintains communication wState DMH.

State Provider Certification Packet includes:
- Provider File Update (PFU) Form
- Legal Entity Form

State Provider Number is routed to Fiscal Office

Notifies QM of Provider Number

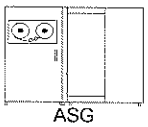
M/C Transmittal



Fiscal Office

State M/C Transmittal is faxed from the Fiscal Office

Fiscal sends copy of Provider packet to ASG



ASG

- Assigns reporting unit number based on State provider number
- Establishes New Provider parameters into InSyst Application
- Notifies Provider of reporting unit number
- Provides training for Provider Staff

ATTACHMENT N

BUSINESS ASSOCIATE AGREEMENT

Except as otherwise provided in this Agreement, Name of Business Associate, hereinafter referred to as BUSINESS ASSOCIATE, may use, access or disclose Protected Health Information to perform functions, activities or services for or on behalf of the COUNTY OF SAN BERNARDINO, hereinafter referred to as the COVERED ENTITY, as specified in this Agreement and the attached **CONTRACT**, provided such use, access or disclosure does not violate the Health Insurance Portability and Accountability Act (HIPAA), 42 United States Code (USC) 1320d et seq., and its implementing regulations, including but not limited to, 45 Code of Federal Regulations (CFR) Parts 160, 162, and 164, hereinafter referred to as the Privacy and Security Rules and patient confidentiality regulations, including but not limited to, California Civil Code 56 – 56.16, 56.20, 56.36, and Health and Safety Codes 1280.1, 1280.3, 1280.15, 130200 and the requirements of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009, Public Law 111-5 (the "HITECH Act") and any regulations adopted or to be adopted pursuant to the HITECH Act that relate to the obligations of business associates. Business Associate recognizes and agrees it is obligated by law to meet the applicable provisions of the HITECH Act.

I. Definitions.

a. "Breach" means the acquisition, access, use or disclosure of Protected Health Information (PHI) in a manner not permitted under HIPAA (45 CFR Part 164, Subpart E), CA and/or Civil Code 56.36 which compromises the security or privacy of the Protected Health Information. For the purposes of HITECH, a breach shall not include:

1. Any unintentional acquisition, access or use of PHI by a workforce member or person acting under the authority of Covered Entity or the Business Associate, if such acquisition, access or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under the HIPAA Privacy Rule; or
2. Any inadvertent disclosure by a person who is authorized to access PHI at Covered Entity or Business Associate to another person authorized to access Protected Health Information at Covered Entity or Business Associate, respectively, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted under the HIPAA Privacy Rule; or
3. A disclosure of PHI where Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

b. "Business Associate" means with respect to a Covered Entity, a person who:

1. On behalf of such Covered Entity, but other than in the capacity of a member of the workforce of such Covered Entity performs or assists in the performance of :
   (a) a function or activity involving the use or disclosure of Personally Identifiable Health Information, including claims processing or administration, data analysis, utilization review, quality assurance, billing, benefit management, practice management, and repricing; or
   (b) any other function or activity regulated by the HIPAA Privacy or HIPAA Security Regulations; or
2. Provides, other than in the capacity of a member of the workforce of such Covered Entity, legal, actuarial, accounting, consulting, data Aggregation, management,

administrative, accreditation or financial services to or for such Covered Entity where the provision of the service involves the disclosure of Personally Identifiable Health Information from such Covered Entity to the person.

c. "Patient/Client" means Covered Entity funded person who is the patient or client of the Business Associate.

d. "Covered Entity" means a health plan, a health care clearinghouse or a health care provider who transmits any health information in electronic form in connection with a transaction covered by HIPAA Privacy and Security Regulations.

e. "Data Aggregation" means, with respect to PHI created or received by a Business Associate in its capacity as the Business Associate of a Covered Entity, the combining of such PHI by the Business Associate with the PHI received by the Business Associate in its capacity as a Business Associate of another Covered Entity, to permit data analyses that relate to the health care operations of the respective Covered Entities.

f. "Discovered" means a breach shall be treated as discovered by Covered Entity or Business Associate as the first day on which such breach is known to such Covered Entity or Business Associate, respectively, (including any person, other than the individual committing the breach, that is an employee, officer or other agent of such entity or associate, respectively) or should reasonably have been known to such Covered Entity or Business Associate (or person) to have occurred.

g. "Electronic Protected Health Information" or "Electronic PHI" means PHI that is transmitted by or maintained in electronic media as defined in the HIPAA Security Regulations.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.

i. "HIPAA Privacy Rule" means the regulations promulgated under HIPAA by the United States Department of Health and Human Services to protect the privacy of Protected Health Information, including, but not limited to, 45 CFR Part 160 and 45 CFR Part 164, Subpart A and Subpart E.

j. "HIPAA Security Rule" means the regulations promulgated under HIPAA by the United States Department of Health and Human Services to protect the security of Electronic Protected Health Information, including, but not limited to, 45 CFR Part 160 and 45 CFR Part 164, Subpart A and Subpart C.

k. "HITECH Act" means the privacy, security and security Breach notification provisions applicable to Business Associate under Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH"), which is Title XIII of the American Recovery and Reinvestment Act of 2009 (Public Law 111-5), and any regulations promulgated thereunder.

l. "Personally Identifiable Health Information" means information that is a subset of health information, including demographic information collected from an individual, and;

1. is created or received by a health care provider, health plan, employer or health care clearinghouse; and

2. relates to the past, present or future physical or mental health condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and

(a) that identifies the individual; or

(b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

m. "Protected Health Information" or "PHI" means Personally Identifiable Health Information transmitted or maintained in any form or medium that (i) is received by Business Associate from Covered Entity, (ii) Business Associate creates for its own purposes from Personally Identifiable Health Information that Business Associate received from Covered Entity, or (iii) is created, received, transmitted or maintained by Business Associate on behalf of Covered Entity. Protected Health Information excludes Personally Identifiable Health Information in education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. Section 1232(g), records described at 20 U.S.C. Section 1232g(a)(4)(B)(iv), and employment records held by the Covered Entity in its role as employer.

n. "Secured PHI" means PHI that was rendered unusable, unreadable or indecipherable to unauthorized individuals through the use of technologies or methodologies specified under Section 13402 (h)(2) of the HITECH Act under ARRA.

o. "Unsecured PHI" means PHI that is not secured through the use of a technology or methodology specified by the Secretary of the U.S. Department of Health and Human Services.

p. Any terms capitalized, but not otherwise defined, in this Agreement shall have the same meaning as those terms have under HIPAA, the HIPAA Privacy Rule, the HIPAA Security Rule and the HITECH Act.

II. Obligations and Activities of Business Associate.

a. Permitted Uses. Business Associate shall not use, access or further disclose Protected Health Information other than as permitted or required by this Agreement and as specified in the attached **CONTRACT** or as required by law. Further, Business Associate shall not use Protected Health Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act. Business Associate shall disclose to its employees, subcontractors, agents, or other third parties, and request from Covered Entity, only the minimum Protected Health Information necessary to perform or fulfill a specific function required or permitted hereunder.

b. Prohibited Uses and Disclosures. Business Associate shall not use or disclose Protected Health Information for fundraising or marketing purposes. Business Associate shall not disclose Protected Health Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the Protected Health Information solely relates; 42 U.S.C. Section 17935(a) and 45 C.F.R. section 164.522(a)(1)(i)(A). Business Associate shall not directly or indirectly receive remuneration in exchange for Protected Health Information, except with the prior written consent of Covered Entity and as permitted by the HITECH Act, 42 U.S.C. Section 17935(d)(2); however, this prohibition shall not affect payment by Covered Entity to Business Associate for services provided pursuant to this Agreement.

c. Appropriate Safeguards. Business Associate shall implement the following administrative, physical, and technical safeguards in accordance with the Security Rule under 45 C.F.R., Sections 164.308, 164.310, 164.312 and 164.316:

1. Implement policies and procedures to prevent, detect, contain and correct security violations; identify the security official who is responsible for the development and implementation of the policies and procedures required by this subpart for the entity; implement a security awareness and training program for all members of its workforce; implement P&Ps to prevent those workforce members who do not have access from obtaining access to electronic PHI; implement policy and procedures to address security incidents; establish policies and procedures for responding to an emergency or other occurrence that damages systems that

contain electronic PHI; and perform a periodic technical and nontechnical evaluation in response to environmental or operational changes affecting the security of electronic PHI that establishes the extent to which an entity's security policies and procedures meet the requirements of this subpart.

2. Implement policies and procedures to limit physical access to its electronic information systems and the facility or facilities in which they are housed, while ensuring that properly authorized access is allowed; implement policies and procedures that specify the proper functions to be performed, and the physical attributes of the surroundings of a specific workstation or class of workstations that can access electronic PHI; implement physical safeguards for all workstations that access electronic PHI; restrict access to authorized users; implement policies and procedures that govern the receipt and removal of hardware and electronic media that contain electronic PHI into and out of a facility and the movement of these items within the facility.

3. Implement technical policies and procedures for electronic information systems that maintain electronic PHI to allow access only to those persons or software programs that have been granted access rights as specified in 45 C.F.R., Section 164.208; implement hardware, software and/or procedural mechanisms that record and examine activity in information systems that contain or use electronic PHI; implement policies and procedures to protect electronic PHI from improper alteration, destruction, unauthorized access or loss of integrity or availability.

d. **Mitigation.** Business Associate shall have procedures in place to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use, access or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

e. **Reporting of Improper Access, Use or Disclosure or Breach.** Business Associate shall report to Covered Entity's Office of Compliance any unauthorized use, access or disclosure of unsecured Protected Health Information or any other security incident with respect to Protected Health Information no later than two (2) business days upon the discovery of potential breach. Additionally, effective February 17, 2010, the Business Associate shall report to the Covered Entity's Office of Compliance any breach consistent with the regulations promulgated under HITECH by the United States Department of Health and Human Services, 45 CFR Part 164, Subpart D, within two (2) business days of discovery of the potential breach. Upon discovery of the potential breach, the Business Associate shall complete the following actions:

1. Provide Covered Entity's Office of Compliance with the following information to include but not limited to:

   (a) Date the potential breach occurred;
   (b) Date the potential breach was discovered;
   (c) Number of staff, employees, subcontractors, agents or other third parties and the titles of each person allegedly involved;
   (d) Number of potentially affected patients/clients; and
   (e) Description of how the potential breach allegedly occurred.

2. Conduct and document a risk assessment by investigating without reasonable delay and in no case later than twenty (20) calendar days of discovery of the potential breach to determine the following:
   (a) Whether there has been an impermissible use, acquisition, access or disclosure of PHI under the Privacy Rule;
   (b) Whether an impermissible use or disclosure compromises the security or privacy of the PHI by posing a significant risk of financial, reputational or other harm to the patient/client; and
   (c) Whether the incident falls under one of the breach exceptions.

3. Provide completed risk assessment and investigation documentation to Covered Entity's Office of Compliance within twenty-five (25) calendar days of discovery of the potential breach with decision whether a breach has occurred.

(a) If a breach has not occurred, notification to patient/client(s) is not required.
(b) If a breach has occurred, notification to the patient/client(s) is required, and Business Associate must provide Covered Entity with affected patient/client names and contact information so the Covered Entity can provide notification.

4. Make available to Covered Entity and governing State and Federal agencies in a time and manner designated by Covered Entity or governing State and Federal agencies, any policies, procedures, internal practices and records relating to a potential breach for the purposes of audit or should the Covered Entity reserve the right to conduct its own investigation and analysis.

f. **Permitted Disclosures.** If Business Associate discloses Protected Health Information to a third party, including any agent or subcontractor, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from such third party that such Protected Health Information will be held confidential as provided pursuant to this Agreement and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) an agreement from such third party to immediately notify Business Associate of any breach of confidentiality of the Protected Health Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)].

g. **Access to Protected Health Information.** Business Associate shall provide access to Protected Health Information in a Designated Record Set to Covered Entity or to an Individual, at the request or direction of Covered Entity and in the time and manner designated by the Covered Entity, as required by of 45 CFR 164.524.

h. **Amendment of Protected Health Information.** If Business Associate maintains a Designated Record Set on behalf of the Covered Entity, Business Associate shall make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to, pursuant to 45 CFR 164.526, in the time and manner designated by the Covered Entity.

i. **Access to Records.** Business Associate shall make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use, access and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, and/or to the Secretary for the U.S. Department of Health and Human Services, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy and Security Rules and patient confidentiality regulations.

j. **Audit and Monitor.** Covered Entity reserves the right to audit and monitor all records, policies, procedures and other pertinent items related to the use, access and disclosure of Protected Health Information of the Business Associate as requested to ensure Business Associate is in compliance with this Agreement. Covered Entity has the right to monitor Business Associate in the delivery of services provided under this Agreement. Business Associate shall give full cooperation in any auditing or monitoring conducted.

k. **Accounting for Disclosures.** Business Associate shall document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information. Further, Business Associate shall provide to Covered Entity or an Individual, in the time and manner designated by the Covered Entity, information collected in accordance with provision (i), above, to permit Covered Entity to respond to a request by the Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528 and the HITECH Act.

l. **Destruction of Protected Health Information.** Upon termination of this Agreement, Business Associate shall return all Protected Health Information required to be retained and return or destroy all other Protected Health Information received from the Covered Entity, or created or received by the Business Associate or its subcontractors, employees or agents on behalf of the Covered Entity. In the event the Business Associate determines that returning the Protected Health Information is not feasible,

the Business Associate shall provide the Covered Entity with written notification of the conditions that make return not feasible. Business Associate further agrees to extend any and all protections, limitations, and restrictions contained in this Agreement, to any Protected Health Information retained by Business Associate or its subcontractors, employees or agents after the termination of this Agreement, and to limit any further use, access or disclosures to the purposes that make the return or destruction of the Protected Health Information infeasible.

m. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 U.S.C. Section 17934(b), if the Business Associate knows of a pattern of activity or practice of the Covered Entity that constitutes a material breach or violation of the Covered Entity's obligations under this Agreement, the Business Associate must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the Business Associate must terminate the Agreement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS.

n. **Costs Associated to Breach.** Business Associate shall be responsible for reasonable costs associated with a breach. Costs shall be based upon the required notification type as deemed appropriate and necessary by the Covered Entity and shall not be reimbursable under the contract at any time. Covered Entity shall determine the method to invoice the Business Associate for said costs. Costs shall incur at the current rates and may include, but are not limited to the following:

1. Postage;
2. Alternative means of notice;
3. Media notification; and
4. Credit monitoring services.

III. Specific Use and Disclosure Provisions.

a. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

b. Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are required by law.

c. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation service to Covered Entity as permitted by 42 CFR 164.504(e)(2)(i)(B).

d. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 42 CFR 164.502(j)(1).

IV. Obligations of Covered Entity.

a. Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use, access or disclosure of Protected Health Information.

b. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an individual to use, access or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use, access or disclosure of Protected Health Information.

c. Covered Entity shall notify Business Associate of any restriction to the use, access or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use, access or disclosure of Protected Health Information.

d. Covered Entity shall complete the following in the event that the Covered Entity has determined that Business Associate has a breach:

1. Determine appropriate method of notification to the patient/client(s) regarding a breach as outlined under Section 13402(e) of the HITECH Act;
2. Send notification to the patient/client(s) without unreasonable delay but in no case later than sixty (60) days of discovery of the breach with at least the minimal required elements as follows:
    a. Brief description of what happened, including the date of the breach and the date of discovery;
    b. Description of the types of unsecured PHI involved in the breach (such as name, date of birth, home address, Social Security number, medical insurance, etc.);
    c. Steps patient/client(s) should take to protect themselves from potential harm resulting from the breach;
    d. Brief description of what is being done to investigate the breach, to mitigate harm to patient/client(s) and to protect against any further breaches; and
    e. Contact procedures for patient/client(s) to ask questions or learn additional information, which must include a toll-free telephone number, an e-mail address, Web site or postal address.
3. Determine if notice is required to Secretary of the U.S. Department of Health and Human Services.
4. Submit breach information to the Secretary of the U.S. Department of Health and Human Services within the required timeframe, in accordance with 164.408(b).

V. General Provisions.

a. **Remedies.** Business Associate agrees that Covered Entity shall be entitled to seek immediate injunctive relief as well as to exercise all other rights and remedies which Covered Entity may have at law or in equity in the event of an unauthorized use, access or disclosure of Protected Health Information by Business Associate or any agent or subcontractor of Business Associate that received Protected Health Information from Business Associate.

b. **Ownership.** The Protected Health Information shall be and remain the property of the Covered Entity. Business Associate agrees that it acquires no title or rights to the Protected Health Information.

c. **Regulatory References.** A reference in this Agreement to a section in the Privacy and Security Rules and patient confidentiality regulations means the section as in effect or as amended.

d. **Amendment.** The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Rules and the Health Insurance Portability and Accountability Act and patient confidentiality regulations.

e. **Interpretation.** Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy and Security Rules and patient confidentiality regulations.

The undersigned affirms that he/she is a duly authorized representative of the Business Associate for which he/she is signing and has the authority to execute this Agreement on behalf of the Business Associate.

Covered Entity	Business Associate
COUNTY OF SAN BERNARDINO	«Addressee»
Signature	Signature
Dated	Dated
Allan Rawland, MSW, ACSW	
Name	Name
Director, Department of Behavioral Health	
Title	Title

ATTACHMENT O

This is to notify you of the your obligations relating to the American Recovery and Reinvestment Act of 2009, pursuant to the Contract __-___ with San Bernardino County effective July 1, 2011.

AMERICAN RECOVERY AND REINVESTMENT ACT FUNDING (ARRA)

Use of ARRA Funds and Requirements

This Contract may be funded in whole or in part with funds provided by the American Recovery and Reinvestment Act of 2009 ("ARRA"), signed into law on February 17, 2009. Section 1605 of ARRA prohibits the use of recovery funds for a project for the construction, alteration, maintenance or repair of a public building or public work (both as defined in 2 CFR 176.140) unless all of the iron, steel and manufactured goods (as defined in 2 CFR 176.140) used in the project are produced in the United States. A waiver is available under three limited circumstances: (i) Iron, steel or relevant manufactured goods are not produced in the United States in sufficient and reasonable quantities and of a satisfactory quality; (ii) Inclusion of iron, steel or manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent; or (iii) Applying the domestic preference would be inconsistent with the public interest. This is referred to as the "Buy American" requirement. Request for a waiver must be made to the County for an appropriate determination.

Section 1606 of ARRA requires that laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. 31). This is referred to as the "wage rate" requirement.

The above described provisions constitute notice under ARRA of the Buy American and wage rate requirements. Contractor must contact the County contact if it has any questions regarding the applicability or implementation of the ARRA Buy American and wage rate requirements. Contractor will also be required to provide detailed information regarding compliance with the Buy American requirements, expenditure of funds and wages paid to employees so that the County may fulfill any reporting requirements it has under ARRA. The information may be required as frequently as monthly or quarterly. Contractor agrees to fully cooperate in providing information or documents as requested by the County pursuant to this provision. Failure to do so will be deemed a default and may result in the withholding of payments and termination of this Contract.

Contractor may also be required to register in the Central Contractor Registration (CCR) database at http://www.ccr.gov and may be required to have its subcontractors also register in the same database. Contractor must contact the County with any questions regarding registration requirements.

Schedule of Expenditure of Federal Awards

In addition to the requirements described in "Use of ARRA Funds and Requirements," proper accounting and reporting of ARRA expenditures in single audits is required. Contractor agrees to separately identify the expenditures for each grant award funded under ARRA on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by the Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Nonprofit Organizations." This identification on the SEFA and SF-SAC shall include the Federal award number, the Catalog of Federal Domestic Assistance (CFDA) number, and amount such that separate accountability and disclosure is provided for ARRA funds by Federal award number consistent with the recipient reports required by ARRA Section 1512 (c).

In addition, Contractor agrees to separately identify to each subcontractor and document at the time of sub-contract and at the time of disbursement of funds, the Federal award number, any special CFDA number assigned for ARRA purposes, and amount of ARRA funds.

Contractor may be required to provide detailed information regarding expenditures so that the County may fulfill any reporting requirements under ARRA described in this section. The information may be required as

frequently as monthly or quarterly. Contractor agrees to fully cooperate in providing information or documents as requested by the County pursuant to this provision. Failure to do so will be deemed a default and may result in the withholding of payments and termination of this Contract.

Whistleblower Protection

Contractor agrees that both it and its subcontractors shall comply with Section 1553 of the ARRA, which prohibits all non-Federal contractors, including the State, and all contractors of the State, from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of: (1) gross mismanagement of a contract relating to ARRA funds; (2) a gross waste of ARRA funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of ARRA funds; or (4) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) awarded or issued relating to ARRA funds.

Contractor agrees that it and its subcontractors shall post notice of the rights and remedies available to employees under Section 1553 of Division A, Title XV of the ARRA.

I do hereby acknowledge receipt of the American Recovery and Reinvestment Act (ARRA) Funding requirements that became effective August 12, 2009, and understand and agree to the contractual obligations stipulated herein for contracts with the County of San Bernardino.

_____

Printed Name

_____

Signature

_____

Title

_____

Company or Organization

_____

Contract Number(s)

_____

Date

ATTACHMENT P

ATTESTATION REGARDING INELIGIBLE / EXCLUDED PERSONS

Contractor shall:
To the extent consistent with Section XV of this Contract, comply with regulations found in Title 42 Code of Federal Regulations (CFR), Parts 1001 and 1002, et al regarding exclusion from participation in federal and state funded programs, which provide in pertinent part:

1. **Contractor certifies that it is not presently excluded from participation in federal and state funded health care programs, nor is there an investigation presently pending or recently concluded which is likely to result in exclusion from any federal or state funded health care program, nor is the Contractor otherwise likely to be found by a federal and state agency to be ineligible to provide goods or services.**

2. **As the official responsible for the administration of Contractor certifies that all of its officers, employees, agents, sub-contractors and/or persons having five percent (5%) or more of direct or indirect ownership or control interest of the Contractor are not presently excluded from participation in any federal or state funded health care programs, nor is there an investigation presently pending or recently concluded of any such officers, employees, agents and/or sub-contractors which is likely to result in an exclusion from any federal and state funded health care program, nor are any of its officers, employees, agents and/or sub-contractors otherwise likely to be found by a federal or state agency to be ineligible to provide goods or services.**

3. **Contractor certifies it has reviewed, at minimum on an annual basis, the following lists in determining the organization nor its officers, employees, agents, sub-contractors and/or persons having five percent (5%) or more of direct or indirect ownership or control interest of the Contractor are not presently excluded from participation in any federal or state funded health care programs:**
   a. **OIG's List of Excluded Individuals/Entities (LEIE).**
   b. **United States General Service Administration's Excluded Parties List System (EPLS).**
   c. **California Department of Health Care Services Suspended and Ineligible Provider List, if receives Medi-Cal reimbursement.**

4. **Contractor certifies that it shall notify DBH within ten (10) business days in writing of:**
   - **Any event, including an investigation, that would require Contractor or any of its officers, employees, agents and/or sub-contractors exclusion or suspension under federal or state funded health care programs, or**
   - **Any suspension or exclusionary action taken by an agency of the federal or state government against Contractor, or one or more of its officers, employees, agents and/or sub-contractors, barring it or its officers, employees, agents and/or sub-contractors from providing goods or services for which federal or state funded healthcare program payment may be made.**
   -

Name of authorized official _____

Please print name

Signature of authorized official _____
Date _____

ATTACHMENT Q

REPORT OF ENVIRONMENTALLY PREFERABLE GOODS AND SERVICES
County of San Bernardino

Green Purchasing Report from _____ (vendor)

Contract No. _____

MM/DD/YYYY to MM/DD/YYYY

Billing Information			Product Information						Supplier Information	Environmental Information		
PO No.	Invoice or Reference No.	Invoice Date	Product No.	Product Description	Quantity	Price p/Unit	No. of Units	Total Cost	Manufacturer Name	Green Y/N	Green Attributes (see attachment)	Certifications and/or accreditation (see attachment)